

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK

Ramon Lopez

Plaintiff,

v.

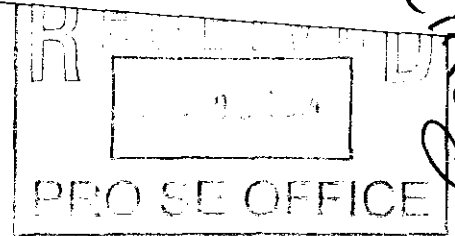
George Zouvelos, Viny Conwell,  
and the City of New York

Defendant(s).

OC  
INDEX No.

1:13-cv-06474-MKB-JO

CIVIL ACTION



TO THE HONORABLE COURT:

PLEASE TAKE NOTICE, that the undersigned, George Zouvelos, Defendant, *pro se*, will apply to the above court at the United States Court House at United States District Court Eastern District of New York 225 Cadman Plaza East Brooklyn, NY 11201, on a date and time to be set by the Court, for an Order:

- A. Dismissing the complaint in this matter, with prejudice, pursuant to FRCP Rule 12 (b)(6), and;
- B. that this Court grant such other and further relief this Court deems just and proper.

On the following grounds: The basis for the within application is set forth in the accompanying Affidavit, and the Exhibits annexed hereto.

Dated:

November 3, 2014  
Brooklyn, New York

Respectfully submitted,

George Zouvelos  
Defendant, *pro se*  
75 Smith Street  
Brooklyn, NY 11201  
(917) 279-6321

To: Plaintiff:  
Ramon Lopez, Prison Inmate # 12-R-3146  
Marcy Correction Facility  
9000 Old River Road, P.O. Box 3600,  
Marcy, New York 13403

To: ZACHARY W. CARTER  
Corporation Counsel  
of the City of New York  
*Attorney for Defendant City*  
100 Church Street, Rm. 3-176  
New York, New York 10007  
(212) 356-3535  
Attn: DAVID COOPER, ESQ.  
Assistant Corporation Counsel

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK**

Ramon Lopez

Plaintiff,

v.

George Zouvelos, Viny Conwell,  
and the City of New York

Defendant(s).

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CIVIL ACTION

**Defendant, *Pro Se* George Zouvelos' Affidavit and Points of Law  
in Support of Motion to Dismiss Pursuant to FRCP Rule No. 12 (b)(6)**

GEORGE ZOUVELOS, BEING DULY SWORN DEPOSES AND SAYS:

- 1) Respectfully, *pro se* defendant, George Zouvelos, (Zouvelos) submits the following affidavit, points of law and exhibits in support of the within my motion to dismiss the complaint in this matter, pursuant to FRCP Rule 12 (b)(6).

**Preliminary Statement**

- 2) I was the private bail agent/obligor who on December 8, 2011 caused the posting of a bail bond in the amount of \$100,000.00 running to the benefit of criminal defendant, Ramon Lopez, (hereinafter "Plaintiff").
- 3) Later on, I was the private individual/obligor who authorized the private contractually authorized lawful investigation, search, location, re-arrest and surrender to jail of Plaintiff.
- 4) The private contractual authority that empowered me to execute these actions are clearly set forth in my private bail contract/indemnity agreements, and are further explained herein. These private agreements were fully executed by all of Plaintiff's private contractual indemnitors prior to bail posting; and, by Plaintiff himself after he was released from penal custody and control.

- 5) The authority that enabled me to execute my private contractual/ indemnity agreements are pursuant to NY CPL § 520.20(4)(ii), common and case law. These contractual conditions agreed to by all are contained in my statutory disclosures made to the Court in my "Bail Affidavit", and "Undertaking to Answer" at the time of bail bond posting. The procedures to surrender a criminal defendant out on bail are as defined in NY CPL § 530.80; and also as defined in common and case law. The aforementioned bail application that was submitted to the Court for Plaintiff's jail release contained mandatory disclosures which were reviewed, approved and then so-ordered by a Judge of the New York State Court. There was no "state action" as will be fully explained herein.
- 6) The Plaintiff is mistaken-- I never operated a business in the name "NYC Pay Bail". No such entity ever conducted business relating to Plaintiff's complaint or the posting of his bail bond. As my exhibits will illustrate, Plaintiff's contractual indemnitors did business the bail bond business with me, George Zouvelos.

**Co-Defendant "Viny Conwell"**

- 7) For the Court's information, co-Defendant "Viny Conwell", is actually, Vincent ("Vinny", "Vinnie", "Big V") Conwell (hereinafter "Conwell") of Suffolk County New York. Conwell does not, and did not conduct his business out of my address location. Conwell was never a partner or owner in any entity which I operate(d).
- 8) Conwell was a "body-man", one of several authorized to assist me in the lawful private bounty hunt, search, locate, re-arrest and transport Plaintiff back to jail pursuant to private bail contract / indemnity agreements, indemnitor and criminal defendant re-arrest authorizations, and as defined in NY CPL § 530.80.
- 9) I was not, and am not a partner, nor do I have any financial interest in Conwell's business, or any other entity he may own, operate or be involved with. Conwell is an independent contractor that operates his own business.
- 10) This Court initially dismissed Plaintiff's original complaint, *"Plaintiff's allegations against Conwell and Zouvelos fail to state a valid § 1983 claim."*... *"Plaintiff is granted leave to amend the Complaint to replead his claims..."*... *"...can factually show violated his constitutional rights while acting under color of state law."*

- 11) However, in Plaintiff's amended complaint, he did not provide any new evidence or case law to back his § 1983 claim. Instead, Plaintiff only continues to regurgitate his original pleadings while again casting aspersions on me, my actions, integrity, motives, bail operations, designees and lawful contractual authority to re-arrest him as the sole basis for his § 1983 claim.

**The Court Knows That Conjecture, Hearsay and "Ignorant to the Law Editorializations",  
Are Not The Law of This State**

- 12) As the president of the New York Professional Bondsmen and Agents (the NYPBA), its principle lobbyist, and while currently maintaining a nationally Certified Bail Agent Certification (CBA), I am well versed in all facets of the bail and relevant law(s), and specifically in the State of New York. As such, and on occasion, I am confronted by a judicial officer who may make a disparaging and / or highly prejudicial "seeming" commentary based on mere *prima facie* submittals that may reference unrelated editorialized tabloid article(s) etc. and / or any ongoing legal matter(s) that may be pending before another Court. Unfortunately, these can form the basis for an initial "adverse" first impression and / or opinion, absent the facts, documentary evidence, and the Court review of existing laws.
- 13) As president of the NYPBA, it is often made clear to me that the laws, rights and powers of the bail agent in New York are highly misunderstood or simply unknown to most Judges, some legislators, certain regulators and nearly all in the news media. This fact has often permitted unrelated and prejudicial exhibits and unsubstantiated allegations, such as the ones Plaintiff submitted, to initially poison the reader. I will clearly set forth herein the relevant statutes in order to provide the context, and a well educated perspective as it relates to New York bail bondsmen and the bail and related laws.
- 14) Moreover, I am compelled to address all of Plaintiff's "published" yet, unsustainable, unfounded and unsupported allegations. Respectfully, by providing this Court the undisputed facts and the documentary evidence it will be self evident that the Plaintiff's 1983 claims, as it relates to me, are not only meritless, but warrant dismissal with prejudice.

**The Facts, Circumstances & Events in Context Surrounding Criminal Defendant,  
Now Plaintiff and Inmate Ramon Lopez**

- 15) This § 1983 action, as it pertains to me and my designees, arises from the lawful posting of a bail bond and subsequent lawful and private contractually authorized investigation, search, re-arrest, surrender to jail and bail exoneration of the Plaintiff.
- 16) On December 8, 2011, I duly caused the posting of Plaintiff's bail bond, utilizing a power of attorney of the North River Insurance, surety, (hereinafter "TNR"), No. T300-50306503, in the penal amount of \$100,000.00 (one hundred thousand dollars). Plaintiff and his contract indemnitors executed my enforceable and binding private bail contracts/indemnity agreements.

See, International Fidelity Insurance co., v. City of New York, 263 F. Supp. 2d 619, No.CV-00-0693 ( U.S.D.C., E.D. N.Y. 2003): *"Generally, defendants, or their indemnitors, do not deal directly with the surety, but rather deal with a bail bondsman (also referred to as a producer or retail seller of bail)." ... " ...authorizes selected bail bondsmen to act as its agents by giving them power of attorney to sign a particular bond for a certain amount."*

**The Licensure to Post Bail Bonds: and The New York State Regulatory Bail Scheme**

- 17) After the execution of the private bail contract, and prior to posting the bail bond, I received the statutory premium in the amount of \$6,260.00 for the "giving of bail", pursuant to New York Insurance law § 6804. After I paid the surety for use of the bond, and the posting expenses, I maintained \$3,740.00 for the "giving of bail".
- 18) Pursuant to Insurance law § 68 for the "giving of bail", a duly licensed professional bail agent must tender the statutory premium, to approach the Court to post the bail bond, all which fully occurred in this matter. The New York State Department of Financial Services (hereinafter "NYDFS") regulatory purview and jurisdiction over New York professional bail agents, bail sureties and cash depositor of bail is as clarified by NYDFS' (OGC) Office of General Counsel Legal Advisory No. 04-11-22, dated November 29, 2004, See Exhibit "A", which states in part:

*"The Department, under N.Y. Ins. Law Section 6802 (McKinney Supp. 2004), licenses*

*bail bondsmen doing business in New York, but neither the statute nor its implementing regulation, Regulation 42, N.Y. Comp. Codes R. & Regs. tit. 11, Part 28 (2004) extend beyond licensing, record-keeping and compensation. They do not address private agreements that either bail bondsmen, or insurers, may enter into with those who put up the collateral for a bail bond.”... “It would be advisable for the inquirer to review the terms of the collateral / indemnification agreement under which the deeds in question were submitted as surety for the bail bond...”... “Please note that such agreements are not insurance contracts, as defined by N.Y. Ins. Law Section 1101, and are not governed by the New York Insurance Law.”*

- 19) Therefore, all aspects of the private contractual / indemnity conditions were in full accord with the surety’s requirement, bail agent / obligor mandates, and in full and justifiable reliance of the New York Criminal Procedure, Contract, Insurance, Contract and Common laws(s).

#### **The “Security Placed on Deposit” to Partially Secure the Bail Bond**

- 20) Separate from promises made in the bail contract / indemnity agreement, confession of judgments and promissory notes (all private contractual documents), I secured a car title, *to wit*; a used a 2006 FX35, Vehicle Identification number (VIN) No. JNRAS8W36X201818. Although, I permitted the indemnitor to maintain physical custody and control over the vehicle (Security), I held the vehicle’s title which was signed. I also received \$1,990.00 (one thousand nine hundred ninety) in security cash which I placed on deposit with the TNR surety, which was subject to the terms and conditions of the private bail contract. See Exhibit “B”, a “Receipt for Security Collateral”, signed by the depositing indemnitor, David Lopez---who is not a party to this action.

#### **The Criminal Charges of Criminal Defendant, Lopez (Plaintiff)**

- 21) At Plaintiff’s criminal court arraignment, a Judge of the Criminal Term had assessed Plaintiff’s flight risk and set a \$100,000.00 bail bond for his release from penal custody. The serious felony crimes for which Plaintiff was arrested, charged and indicted are annexed in Exhibit “C”, “E-courts” official “Webcrims”, were as follows:

- 1) 9 Counts D Felony(s) NY PL 130.65 .01 Sexual Abuse Forcible Compulsion.

- 2) 9 Counts A Misdemeanor(s) NY PL Law 130.52 00 Forcible Touching.
- 3) 5 Counts A Misdemeanor(s) NY PL 135.05 00 Unlawful Imprisonment.
- 4) 9 Counts B Misdemeanor(s) NY PL 130.55 00 Sexual Abuse in the 3<sup>rd</sup> Degree.
- 5) 6 counts NY PL 240.26 01 Harassment with Physical Contact.

**22)** The bail bond which was subsequently posted required Plaintiff's **timely** appearance, *to wit*: 9:30 AM, in court, and for **every** court date. In addition, Plaintiff's strict adherence to private contractual terms and conditions which included, but were not limited to, strict monitoring of his community supervised release with physical reporting to my offices on a weekly basis; and, for each and every court date. During Plaintiff's physical check-in to my office, he would be interviewed, and we would thoroughly re-review Plaintiff's criminal case(s) and activity; verify all contractual information and circumstances. The crucial "check-in" contractual requirement was as disclosed and approved by the Court in my Bail Affidavit, dated December 8, 2011, pursuant to NY CPL § 520.20 (4) (ii).

In International Fidelity Insurance co., v. City of New York, 263 F. Supp. 2d 619, No.CV-00-0693 (U.S.D.C., E.D.N.Y. 2003) it states: *"When the court fixes bail, the criminal defendant may submit a bail bond in full satisfaction of the bail amount set by the court; the bail bond is a contract between three parties: the defendant, the surety, 625\*625 and the State.<sup>[5]</sup> The surety may also receive a bail affidavit from the criminal defendant or an indemnity agreement and confession of judgment from a third party as collateral against any loss on the bond."*

**23)** As set forth herein, and as demonstrated by my documentary exhibits, Plaintiff had an absolute duty to comply with Court orders, as well as each and every term and condition of the private bail contract / indemnity agreement he executed together with his indemnitors. Plaintiff and his contractual indemnitors also initialed each and every paragraph thereof acknowledging they read, understood and agreed with same.

**The Bondsman's and Public's Justifiable Reliance on Ecourts and Webcrims**

**24)** In his amended complaint, Plaintiff submits inaccurate and false allegations. He also submits information contained on the State operated E-courts/ Webcrims database to "support" his allegations.

**25)** I have extensively researched the law in New York State regarding the "Webcrims" issue

raised in this matter. The New York State Unified Court System (OCA) maintains an official internet 'Webcrims' public information portal. As the Court is aware, Webcrims' is maintained by the New York State Office of Court Administration (OCA):

[https://iapps.courts.state.ny.us/webcrim\\_attorney/AttorneyWelcome](https://iapps.courts.state.ny.us/webcrim_attorney/AttorneyWelcome)), and is justifiably relied upon by legal professionals, the public, and even the Courts themselves.

- 26) In fact, the New York Courts routinely take "judicial notice", as well as attorneys, defendants, litigants, New York Professional Bail Bondsmen, Bail Insurance companies and the public, who all justifiably rely upon the entry of and accuracy of the information contained therein.
- 27) This was clearly stated in Matter of Matza v. Oshman, Helenstein & Matza, 2011 NY Slip Op 30256 (U) (Sup. Ct. New York Co 2011) which states in part as follows:  
  
*"E-courts is the official site maintained by the New York State Unified Court System. As the referee correctly stated, he was entitled to take judicial notice of public State records maintained and accessible on the internet."*
- 28) The Matza Court also affirmatively stated that: *"...it cannot be contested that E-courts is the official site maintained by the New York State Unified Court System. Thus, the Referee entitled to take judicial notice of public State records maintained and accessible on the internet (see, Cywek v. Mahoney, 39 N.Y. 2d 159 (1976), "Data culled from public records is, of course, a proper subject of "judicial notice." See also, Transtechonology Corp., v. Assessor, 71 AD 3d 1034 (2d Dept. 2010), taking judicial notice of the, New York State Unified Court System E-courts public website. See also, Miller v. Mace, 14 AD 3d 1442, (3d Dept. 2010) stating that the Court can take judicial notice of computerized Court records).*
- 29) In a recent New York case involving a New York City issued bail bond and court appearances (see, Elaine Bailey v. Marvin's Bail Bonds, 2013 NY Slip Op 50742 (U), Civ. Ct. Kings Co., May 14<sup>th</sup> 2013) the Court utilized the 'Webcrims' electronic docket sheet as proof of 'Bail Forfeiture/BW Ordered Stayed' in determining the facts relating in that underlying case. [See also, New York Law Journal "Technology Benefits Court Administration", Chief Administrative Judge Ann Pfau, May 3, 2010, where the Chief

Judge specifically stated that, "*Webcrims lets users view information about pending criminal cases in local and Supreme Courts in 13 Counties, as well as summons cases for all of New York City.*"

**The Posting of the \$100,000.00 Bail Bond That Benefited Plaintiff**

- 30)** Pursuant to NY CPL § 520 a Judge of the New York State Supreme Court, Criminal Term, reviewed my disclosures and the terms and conditions as contained in my bail application. These were comprised of my "Bail Affidavit", "Undertaking to Answer" and "Power of Attorney". These statutorily mandated documents contain conditions for releasing Plaintiff from penal custody. After the Court approved my bail application Plaintiff was then released from penal custody and into my contractual custody. See, a true copy of the Judge signed "Power of Attorney" "Bail Affidavit", "Undertaking to Answer" and the Court issued release order (cut-slip) Exhibit "D".

People of the State of New York v. Public Service Mutual Insurance, 37 N.Y. 2d 606, Court of Appeals of the State of New York. (1975), states in part:

*"In return for the State's release of the defendant from jail, the surety has pledged itself to assure the return of the defendant to court. There is a moral obligation on the part of the surety to fulfill its promise. A surety's pledge should not be lightly given; the bondsman must be held accountable for failure to fulfill the promise that the defendant will appear."*

**The Courts Recognition of Surety's, Bail Agents & Obligors Private Contracts**

- 31)** After his arrest and arraignment, Plaintiff's contractual indemnitors requested me to post the \$100,000.00 bail bond. At that time, the indemnitors read, initialed each paragraph, and then executed the private bail contract/indemnity agreement, together with authorizations, performance guarantees, instruments of indemnity and promise. See, Exhibit "E", Bail Contract / Indemnity Agreement (originally printed on legal size paper). In addition, each indemnitor and the Plaintiff also executed confessions of judgment and promissory notes. The documents were thoroughly explained to the indemnitors, and after his jail release to the Plaintiff.
- 32)** There was no request for me to waive or modify the private bail contract "sign-in"

reporting and / or other requirements. The indemnitors, and later Plaintiff, asked for no modifications and contractually agreed that Plaintiff would and could strictly comply with my community monitoring of him, and for each and every term and condition of the bail contract/indemnity agreement contained in Exhibit "E".

- a) The Court's attention is respectfully drawn to an independent seven year study conducted by VERA Institute of Justice (CJA), in New York City called, *Bail Bond Supervision Report On Intensive Pretrial Supervision*, August 1995, which will be further detailed herein, found that:

*"Regular communication between program staff and outside service providers or family members promotes better supervision. At base, release monitors need to know the whereabouts of those individuals under their charge..."* (Report page No. 13),

- 33)** In the last paragraph of my bail contract, all indemnitors, and Plaintiff, acknowledged receiving a copy of the contractual documents. All were fully advised.

- 34)** New York Federal District Court Senior Judge Sifton correctly stated in, International Fidelity Insurance co., v. City of New York, 263 F. Supp. 2d 619, No.CV-00-0693 ( U.S.D.C. E.D. N.Y. 2003):

*"Bail bondsmen prepare papers that are filed with the courts and monitor the defendant to ensure his return to court when required.<sup>[2]</sup> [7] Bail bondsmen generally monitor a defendant by requiring the defendant to report in regular intervals, making certain that defendant understands when he is required to be in court, and by taking custody of documents, such as defendant's passport, that would enable the defendant to flee."*

*"The contract between the surety and the State is reflected in a state-approved form document entitled the "Undertaking of Bail." IFIC's limited power of attorney to its bail bondsman is generally attached to and made a part of the Undertaking of Bail."*

In the Brooklyn Law Journal of Law and Policy, "None of Their Business", Vol. 9, Issue 1, 2010:

*"But bondspersons do not solely rely on their powers of arrest; rather, they employ a variety of ways to minimize the risk of flight. Such practices include maintaining contact with clients by*

*phone, mail, and personal visits, as well as requiring third parties (usually close to the defendant) to co-sign and put up collateral for the defendant's release."*

In the Wilson Quarterly, 2011, "*The Bounty Hunter's Pursuit of Justice*", author and Professor, Alexander Tabarrok, writes: "*A typical application for a bond, for example, requires information about the defendant's residence, employer, former employer, spouse, children (along with their names and schools), spouse's employer, mother, father, automobile (including description, tags, and financing), union membership, previous arrests, and so forth. "Bail bondsmen monitor defendants, guide them through the court process, and help them show up for trial."...."Bail bond firms are often small, family-run businesses—the wife writes the bonds and the husband, the "bounty hunter," searches for clients who fail to show up..."*

**Bail Bond Posted; Plaintiff Released in the Contractual Custody of Zouvelos**

- 35) After the bail bond and its conditions were approved by the Court, Plaintiff was released from jail and appeared in my office, as contractually required. At the office, we interviewed Plaintiff, and then he reviewed the contractual information of his indemnitors; added and / or amended his own pertinent disclosures and information; and then executed the bail contract/indemnity agreement, and authorizations—his photo(s) were taken.
- 36) Plaintiff understood and agreed to the terms and conditions. He signed the documents and initialed each paragraph. Plaintiff affirmed orally, and then in writing, that he understood and would be fully compliant. Plaintiff did not seek, nor ask for any contractual modifications, additions or deletions. See Exhibit "E". The terms, conditions and responsibilities for Plaintiff's release on the posted bail bond were thoroughly explained to him, as were the ramification(s) of his failure to comply. Plaintiff also executed additional and necessary contractual documents. See Exhibit "F".
- 37) Plaintiff, as well as his contract indemnitors were all in full understanding and concurrence when entering into private and binding contractual / indemnity agreements acknowledging that I and my designees are acting under private contractual authority.
- 38) In his amended complaint, Plaintiff mistakenly seeks to categorize me and my designees as acting "under color of state law", but, as will be demonstrated herein, that is not only

implausible, but impossible in this matter.

- 39)** See, People v. Pub. Serv. Co., 37 NY 2d 606 - NY: Court of Appeals (1975): "*When bail is accepted by the State in lieu of the defendant's physical incarceration, the defendant is in effect remanded to the custody of the surety. (Taylor v Taintor, 16 Wall [83 US] 366, 371.)*", See also, The Supreme Court in the case of Taylor v. Taintor, 16 Wall. 366, 371, 21 L. Ed. 287, stated in part:

*"When bail is given, the principal is regarded as delivered to the custody of his sureties. Their dominion is a continuance of the original imprisonment. Whenever they choose to do so, they may seize him and deliver him up in their discharge; and if that cannot be done at once, they may imprison him until it can be done. They may exercise their rights in person or by agent. They may pursue him into another State; may arrest him on the Sabbath; and, if necessary, may break and enter his house for that purpose. The seizure is not made by virtue of new process. None is needed. It is likened to the rearrest by the sheriff of an escaping prisoner."*

- 40)** The Court in Fitzpatrick v. Williams, 46 F.2d 40, 42 (5th Cir. 1931), stated in part:

*"...(the surety's right over the principal was "'an original right that arises from the relationship between the principal and his bail, and not one derived through the State'"... "[6] In most of the cases which do not find bondsmen to be state actors, bondsmen are the only defendants and no law enforcement officers are charged. Cf. Green v. Abony Bail Bond, 316 F. Supp. 2d 1254, 1260-62 (M.D. Fla. 2004); Hunt v. Steve Dement Bail Bonds, Inc., 914 F. Supp. 1390, 1391 (W.D. La. 1996). But see Ouzts v. Md. Nat'l Ins. Co., 505 F.2d 547, 555 (9th Cir. 1974) (holding bondsmen are not state actors because they are "in the business in order to make money"); Thomas v. Miller, 282 F. Supp. 571, 573 (E.D. Tenn. 1968) (no relevant discussion). The United States District Court for the District of Kansas harmonized Ouzts with cases finding state action in Bailey v. Kenney, 791 F. Supp. 1511, 1523 (D. Kan. 1992)."*

- 41)** Jennings v. Robert Abrams, Attorney General of the State of New York, No. 83 Civ. 2961-CLB. U.S.D.C. , (S.D.N.Y. 1983) stated in part:

*"A person on bail remains under restraint as to his bail limits. In effect he has merely been transferred to a larger jail. The New York Court of Appeals has held that "[w]hen bail is accepted by the State in lieu of the defendant's physical incarceration, the defendant is in effect*

*remanded to the custody of the surety."*

**42)** In Carlson v. Landon, 342 U.S. 524, 547, 72 (S. Ct. Ed. 547 1952) the court stated in part:

*"When a prisoner is out on bond he is still under court control, though the bounds of his confinement are enlarged. His bondsmen are his jailers."*

**43)** In addition, in Exhibit "E" page No. 1, the binding private agreements executed among all parties contains a binding arbitration clause which prohibits court action and that any claim must be determined by and through binding arbitration.

**44)** As such, and respectfully, the Court, by agreement of the parties, does not have subject matter jurisdiction over mere monetary disputes, as these disputes are quickly and expediently handled through cost efficient arbitration. It has been years since Plaintiff was re-arrested and taken back to jail, and no arbitration was ever taken advantage of or initiated relating to this matter.

**Plaintiff's Material Breach(s) of Contract Leading to His Lawful Search,  
Re-Arrest, and Surrender to Jail**

**45)** It is indisputable that Plaintiff agreed by contract, and was court-ordered, to physically appear in my office to physically check-in each week, and after each and every court date. He also agreed to live at the address on file; lead a law abiding life; be forthright and forthcoming with any change of contractual information and circumstance; and, not under any circumstance, get a warrant or cause a bail bond forfeiture.

**46)** These are all standard clauses contained in private bail contract and indemnity agreements, as well as longstanding common standards and practices in the New York State commercial bail bond industry, as will be further set forth herein.

**47)** A sign-in log was kept each and every time Plaintiff appeared for his weekly and court date physical check-in(s). See Exhibit "G". No check-in by telephone was authorized.

**48)** At every required check-in (Plaintiff actually made), questions were posed to him relating to contractual information; any change of circumstance; his continued relationship with his indemnitors; any contact with law enforcement; and, information was updated, and

then verified as necessary. During his check-in, we would advise Plaintiff of his next court date utilizing E-courts/ Webcrims, and scan databases for new and existing criminal activity relating to jail stays, court dockets and police contact. If questions or any discrepancy existed for any of the information disclosed by Plaintiff, and / or discovered therein, we would contact the Court or agency to receive clarification and /or verification. When material breeches of contract occurred, the file would be reviewed by me. The aforementioned are my standard operating procedures, and for the thousands of criminal defendants I bonded from jail, which included Plaintiff.

- 49) For example, when Plaintiff failed to check-in during the week ending May 18, 2012 my office contacted the court and it was verified that Plaintiff's next court date was May 21, 2012, as stated on E-courts/Webcrims.
- 50) Outreach to defendant and his indemnitors failed to yield any information on Plaintiff's whereabouts, nor did it result in any excuse for his contractual breeches, and his purposeful absence. It was later confirmed that Plaintiff was not in jail, confined to any institution or hospitalized. In addition, no telephone call, letter or electronic notification was made by Plaintiff or his indemnitors to me or my office. I then, with my crew, conducted surveillance of Plaintiff's contractually acknowledged "home residence". At that time, Plaintiff could not be contacted by telephone, his indemnitors did not know his whereabouts, and Plaintiff was not observed going in or out of the address we had on file. These facts alone heightened suspicions that the bail bond was in further jeopardy.
- 51) On May 21, 2012, the criminal defendant failed to physically check-in with me again, and for his Court date check-in. The Court was contacted and I was advised that Plaintiff had **failed to appear** (FTA) for his court date.
- 52) The Court further advised me that a "**Bench Warrant**" was issued and that my \$100,000.00 bail bond was "**Forfeited**".
- 53) The United States Supreme Court has held:

*"...that a violation of law is "not the act of law" that causes a defendant to miss a court date but rather an "act of [the] defendant[.]" Taylor v. Taintor, 83 U.S. 366, 369-71, 16 Wall. 366, 21 L.Ed. 287 (1872).*

- 54) Aside from these material breeches of the bail contract, we also did not receive any cooperation or any further information from Plaintiff or his contractual indemnitors. I then authorized a lawful search and re-arrest of Plaintiff. A \$100,000.00 forfeiture was at stake for which I was responsible to mitigate any and all potential loss on behalf myself, corporate surety, and the financial interest of the indemnitors, even though the indemnitors were uncooperative.
- 55) Plaintiff's sign-in log speaks for itself. It proves that Plaintiff alone is to blame for the events that which led to his lawful re-arrest and bail bond exoneration. Plaintiff, through his own actions was the sole cause for his own arrest and re-arrest. Therefore, searching, re-arresting and surrendering Plaintiff was not only reasonable, but fully justifiable.
- 56) Contrary to what Plaintiff alleges in his complaint, actions taken pursuant to the private bail contract in order to safeguard the \$100,000.00 bail bond were not an epiphany to anyone---they were exactly as contractually promised, and as agreed to by all indemnitors and Plaintiff himself.
- 57) These private contractual covenants and actions relating to same cannot be construed as being in violation of Plaintiff's § 1983 rights; unlawful; nor were they inappropriate, hasty, arbitrary, capricious, unreasonable, unexpected, uncommon, and / or discriminatory in any manner.
- 58) It is clear that Plaintiff totally fails to take into account that his private bail contract releasing him from jail was with his private bail agent (me); backed by the contractual promises of his indemnitors; and, not with the Court or any government agency. That this private contractual relationship fully governed his pretrial release by bail bond. See, Lee v. Thorpe, 147 P.3d 443 (2006, Sup. Ct. Utah), "...parties to a contract regarding the subject matter of that contract, the contractual relationship controls and the parties are not permitted to assert actions in tort in an attempt to circumvent the bargain they agreed on."
- 59) See the Court findings in, Dottore v. the Huntington National Bank, (Dist. Court, ND Ohio 2014), stated in part as follows:

*"When parties reduce their relationship and obligations to a written contract, there is generally no independent duty of care. Consequently, 'when the promisee's injury consists merely of the loss of his bargain, no tort claim arises because the duty of the promisor to fulfill the term of the bargain arises only from the contract.' Id. at 631 (quotations omitted).... 'Having already established that the parties' had a contractual relationship, Plaintiff cannot recover purely economic losses under a tort theory of liability.'"*

**60)** Moreover, and as stated herein, neither I, nor my designees could ever be accused or held accountable for purportedly acting as *"an arm of the court,"* and / or as "state actors". See, Ouzts v. Maryland National Insurance Co., 505 F.2d 547, Ninth Circuit (1974):

*"In Warren v. Cummings, 303 F.Supp. 803 (D.Colo.1969), the court rejected precisely this argument saying, 'Plaintiff's contention that defendant Robertson acted under the color of state law is grounded, in part, upon Robertson's identification of himself as some sort of law enforcement officer, even though Robertson was not, in fact, any type of officer. This basis is clearly insufficient. The Civil Rights Act requires some vesting of authority by the state, and defendant's self-proclaimed authority will not suffice.' Id. at 804.*

*"We note only one other contention made by the appellant. At oral argument the suggestion was made that the bondsman was acting as an unofficial agent or partner of the Nevada court when it sought to bring Ouzts to justice. It is therefore claimed that as 'an arm of the court,' the appellees became clothed with some of the court's official authority. No precedent is offered to support this strange thesis. Legally, we note that the court has its own official arms for securing the presence of a fugitive defendant."*

*"Moreover, the system of extradition which is available 555\*555 to the state is completely 'separate and distinct' from the private reclamation interests and procedures of the bondsman. Fitzpatrick v. Williams, supra. Practically, we also know that the bail bondsman is in the business in order to make money and is not acting out of a high-minded sense of devotion to the administration of justice. We believe that the bondsman here was acting accordingly. As observed in People v. Houle, 13 Cal.App.3d 892, 895, 91 Cal.Rptr. 874 (1970), the bondsman was acting 'to protect his own private financial interest and not to vindicate the interest of the state.'"*

*"We find no state action here to support a claim under 42 U.S.C. § 1983 and again affirm the judgment of the trial court."*

- 61)** Separate and apart from the Court issued, and later vacated warrant and forfeiture, Plaintiff's "sign-in" log reveals that he materially breached the bail contract regarding his critically important "reporting requirements". I could have re-arrested Plaintiff on the first one or two instances for contractual breaches, and without more--since that was reason enough to justifiably determine that his bail bond was in jeopardy. However, Plaintiff's pattern of non-compliance, non-communication and contractual misconduct became much more than that; it was egregious, and, it was my contractual duty to protect the bail bond.
- 62)** By inexcusably failing to comply; disappearing; not living at the address on file; not physically checking-in as contractually promised (and as court ordered); and, then getting a Court ordered warrant and bail bond forfeiture, Plaintiff alone, consciously and willfully placed the bail bond posted on his behalf in jeopardy—fully justifying Plaintiff's bail revocation.
- 63)** Plaintiff's sign-in log, Exhibit "G", demonstrates the following:

**12/9/11 through 1/25/12:** No recorded incident(s) reported.

**1/30/2012 through 2/3/2012:** Plaintiff missed contractual and court ordered physical sign-in, was "a no show; there were no calls, no answer by telephone, and Plaintiff was placed on the high risk watch list. Next sign-in defendant was warned and admonished.

**3/26/2012 through 3/30/2012:** Plaintiff missed contractual and court ordered physical sign-in, no show no call, no answer by phone. Next sign-in defendant was warned and admonished for the last time.

**5/10/2012:** *The last time Plaintiff physically reported as was contractually required. Indemnitors contacted and warned, no office contact with defendant.*

**5/14/2012 through 5/18/2012:** Criminal Defendant (Plaintiff) Missed contractual and court ordered physical sign-in, no show no call, no answer by phone. *Indemnitors contacted and warned, no contact with defendant.*

**5/21/2012: Court Order Bench Warrant and Bail Bond Forfeiture:** Zouvelos and other bounty hunters dispatched to investigate, search, re-arrest, surrender to jail and exonerate the bail bond of criminal defendant.

**The Lawful Search For Plaintiff, Ramon Lopez**

- 64)** As a professional bail agent and bounty hunter I have investigated many thousands of criminal defendants out on my bail bonds, and on behalf of many other bail agents. Therefore, I can aver with certainty, that Plaintiff is neither the first, nor the last, now convicted, criminal defendant to get a court-ordered bench warrant; lie about it; and, then attempt to sidestep and slander his bondsperson.
- 65)** However, even where a warrant was issued and later vacated, that is sufficient enough private contractual cause and justification to search and re-arrest a criminal defendant out on bail bond. Especially where the multitude and confluence of circumstances, as described herein, led me (or any dutiful bail agent) to determine that my \$100,000.00 bail bond was in jeopardy.
- 66)** Additional circumstances that merit a re-arrest secondary from a vacated warrant include, but are not limited to: indemnitor and criminal defendant non-cooperation, non-compliance, dishonesty, un-forthrightness and lack of communication. In all these regards, Plaintiff and his indemnitors failed miserably.
- 67)** Plaintiff's sign-in log is conclusive regarding his failure and material breach(s) of the private bail contract/indemnity agreement. These check-in breaches of contract alone clearly required that this high bail needed to be exonerated. See Exhibit "H" executed authorization to search, re-arrest and surrender Plaintiff.
- 68)** As mentioned, commencing on May 21, 2012, my team and I conducted active surveillance in search of Plaintiff. His contractually listed residential address, which Plaintiff had re-verified on his last sign-in date, May 10, 2012, was "223 Knickerbocker Avenue, Apartment No, 2-L, Brooklyn New York 11237." However, the "stake-out" of that premises' perimeter yielded no entry or exit of Plaintiff over a several days of costly and time consuming surveillance.

**69)** Plaintiff in his complaint, ECF document No. 12, Filed 4/9/14, page No.7 of 36 were Plaintiff avers, *"On Tuesday, May 22, 2012, at about 7:30 am, officer John Doe #1, of the 83<sup>rd</sup> precinct warrant squad visited plaintiff home due to an erroneous warrant in the Court system caused by the Kings county Supreme Court Clerk, on Monday, May 21, 2012, when entering the vacated Warrant ordered by Honorable W. Garnett. Exh ('A'). Upon the officers verification of the non existent warrant, John Doe #1, confirm no warrant existed." ... "and thereafter departed from plaintiff's home without apprehending him."*

**a)** Plaintiff's exhibit "A" (Zouvelos Exhibit "I") ECF No. 12 page No. 17, a purported E-courts/Webcrims printed on 8/3/2012, Plaintiff also avers regarding exhibit "A" as follows:

*"A" 'On May 21, 2012, Judge Walsh issued a bench warrant (Bail Forfeit/bw Ordered)'; and, "B" 'Judge Garnett vacated the bench warrant (Adjourned, Warrant Vacated, Bail Continued)'; and, that: "C" 'May 23, 2012 Judge Walsh acknowledges my lateness to court on Monday, May 21, 2012, due to an emergency and the court finishing early for the day had appeared in court to vacate his warrant on May 21, 2012. As a result Mr. Lopez remains in good standing with the courts.'"*

**70)** No such effort was made by Plaintiff or his indemnitors to report what transpired and to check-in as contractually required, or for Plaintiff or his indemnitors to explain his contractual breeches to me relating to what purportedly transpired with the Court in Plaintiff's exhibit "A".

**a)** My Exhibit "J" is a real time accounting of what transpired, what I acted upon, and what was confirmed by me with the Court.

**71)** Some of the true facts, well known to Plaintiff, but are "conveniently" **not** reflected in his complaint, are as follows; Plaintiff went missing from my office for nearly two weeks leading up to; Plaintiff's May 21, 2012 court ordered warrant and forfeiture; this warrant forfeiture was not disclosed by him or his indemnitors to my office as contractually required; that Plaintiff on, May 23, 2012, was "Returned on a Warrant"; that he was purposefully evasive; that Plaintiff lied on his contract and did not live at the address on

file; that Plaintiff and his indemnitors were uncooperative and unforthcoming with any information during our search; and, that they, in concert, refused to disclose Plaintiff's whereabouts that compelled me to initiate the search, is further evidenced by Plaintiff's pre and post warrant and forfeiture issuance, court vacatur, and his "missing in action". This is all as clearly indicated in his sign-in log, and as verified in my real-time printing of Court records, my Exhibit "J".

**72)** Therefore, Plaintiff's attempt at revisionist history as offered in his complaint and amended complaint, ECF document 12, page No. 8 purportedly showing that his exhibit "A", "...clearly demonstrates Plaintiff was in good standing with the Court since the commencement of his bail December 8, 2011", are outright fabrications. Plaintiff is only providing his own "convenient" accounting of the actual events, which prove the following:

- a)** Plaintiff was not always in good with me and my office (multiple contractual breaches);
- b)** Plaintiff was not always in good standing with the Court (warrant and forfeiture);
- c)** Plaintiff caused the warrant and forfeiture of the \$100,000.00 bail bond, which the Court, thankfully later vacated;
- d)** Plaintiff had a history of contractual non compliance, absence, dishonest, deceptive, evasive conduct and behavior; and,
- e)** that, the confluence of material breach(es) of contractual circumstances by Plaintiff himself, is what led me to re-arrest and surrender him to jail.

In McQueeney v. Wilmington Trust Co., 779 F. 2d 916 - Court of Appeals, 3rd Circuit 1985) states: "*One who believes his own case to be weak is more likely to suborn perjury than one who thinks he has a strong case, and a party knows better than anyone else the truth about his own case. Thus, subornation of perjury by a party is strong evidence that the party's case is weak. Admittedly the conclusion is not inescapable: parties may be mistaken about the merits or force of their own cases. But evidence need not lead inescapably towards a single conclusion to be relevant, it need only make certain facts more probable than not. The evidence of subornation here does cast into doubt the merits of McQueeney's claim, even if it does not extinguish them.*" "There is ample support among both scholars and courts for this line of argument. Wigmore calls the inference "one of the simplest in human experience": It has always been understood —

*the inference indeed is one of the simplest in human experience — that a party's falsehood or other fraud in the preparation and presentation of his cause, his fabrication or suppression of evidence by bribery or spoliation, is receivable against him as an indication of his consciousness that his case is a weak or unfounded one; and from that consciousness may be inferred the fact itself of the cause's lack of truth and merit.” (See, McQueeney, *infra*)*

- f) When I was inquiring and then searching for Plaintiff, his indemnitors advised me that they would advise Plaintiff that we were looking for him, and that he needed to report to my office forthwith. Plaintiff's "reporting" to my office again never happened.
  - g) Plaintiff's contractual indemnitors also purported that they knew nothing about Plaintiff's warrant and bail bond forfeiture, which were later vacated, or of his whereabouts. Plaintiff indemnitors were advised that the bail bond was in jeopardy. Even after Plaintiff was re-arrested no excuses were given by Plaintiff for his failure to sign-in or his missed court date which resulted in the issuance of a bench warrant with a bail bond forfeiture.
  - h) The only conclusion that could be reached, which was later verified, was that it was apparent Plaintiff had, and for no legitimate reason, continued his contractual non-compliance, and because of him "warranting" and "forfeiting", and me searching for him, Plaintiff was actively evading any contact with me and my office—all clear material breeches of private contract.
  - i) Without the assistance and / or cooperation of Plaintiff or his contractual indemnitors, my team, which included co-defendant Conwell, reported to the police precinct and disclosed the address "223 Knickerbocker Avenue, apartment No, 2-L, Brooklyn, New York 11237" (hereinafter knows as "223 Knickerbocker"), and other locations we intended to search within the confines of that precinct's service area.
  - j) The NYPD desk sergeant was shown the private contractual re-arrest authorization and bail paperwork. No assistance from the New York City Police Department (NYPD) was requested or given.
- 73) The team headed to Plaintiff contractual residential address, and after knocking on the

door No. 2-L, the team identifying being from the “bondsman’s”, “Fianza” office looking for Plaintiff, the residents then voluntarily permitted entry into the apartment for our search of him. The residents stated that Plaintiff lived there a long time ago, but had not been living in that apartment for several years. This was contrary to the contractual information given by Plaintiff and his indemnitors. This, in and of itself was a critical material breach of the private bail/indemnity contract.

**New York Law Only Requires That Re-Arresting Private Agents Report  
to the Nearest Police Precinct Prior to Search or Apprehension**

- 74) New York’s General Business § 74-a mandates that notification is required by re-arresting private agents to the local precinct prior to searching and /or apprehending a suspect wanted by them—purely a private action. This statutory reporting requirement is also referenced in the New York City Police Department Operating Guide 208-71, which both state in part as follows:

**The New York General Business § 74-a Notification;** *“Prior to taking or attempting to take into custody a person, a bail enforcement agent shall notify a local law enforcement agency having jurisdiction over the area in which the person is believed to be located of such bail enforcement agent’s intentions. The notification shall be provided on a form prescribed by the local law enforcement agency. Notwithstanding, the form shall include information including but not limited to name, address, local address and motor vehicle registration of said agent. The local law enforcement agency in prescribing such form may consult with the division of criminal justice services. A representative of a local law enforcement agency may accompany a bail enforcement agent when the bail enforcement agent enters what is believed to be an occupied structure to search for or to apprehend a person.”*

- 75) Plaintiff’s lawful and private contractual re-arrest was executed on a public street and *not* within an “occupied structure”. Plaintiff’s re-arrest was without any overt or covert NYPD direction, advice, presence, action, and / or assistance. No police assistance was “requested”, offered, needed, required or occurred.

**The New York City Police Department (NYPD) Patrol Guide**

- 76) Since Plaintiff referenced the NYPD Patrol Guide in his complaint, I shall list that section of the Patrol Guide that is relevant to Plaintiff's re-arrest under private contractual authority.

THE NYPD PATROL GUIDE PROCEDURE NUMBER 208-71, which states in part as follows:

*"Direct precinct RMP unit to accompany bail enforcement agent, if requested, in cases where wanted person is believed to be present in an occupied building. Since this apprehension is a private contractual matter, the Department is under no general duty to assist the bail enforcement agent, just as the Department has no duty to assist a car reposessor, for example, in the recovery of a vehicle. However, police personnel should respond to the scene of the apprehension to preserve the peace in the same manner that the Department preserves the peace at the scene of civil process executions by the City Marshal. The law states that a "representative" of a local law enforcement agency may accompany a bail enforcement agent when the agent enters what is believed to be an occupied structure to search for or apprehend a person." However, the provision authorizing law enforcement agents to accompany bail enforcement agents to search for or apprehend someone is not intended to in any way to expand the police powers beyond what is currently authorized by law, nor does it require a police officer to assist an agent in this manner. It must be emphasized that the Department's role when accompanying a bail enforcement agent to the scene of a prospective apprehension is preservation of the public peace, in the same manner that the Department preserves the peace at the scene of civil process executions by the city marshal. This Department will NOT permit or give assistance to the bail enforcement agent to break and enter any dwelling for the purpose of seizing a defendant inside. The bail enforcement agent should be further informed that he/she is subject to arrest if he violates any laws in New York."*

- 77) Therefore, and respectfully, it is clear that no "state action" was required for the mere compliance with NYGBL § 74-a, statutory notification, "...shall notify a local law enforcement agency having jurisdiction over the area...", and / or NYPD's 208-71 is not "state action" at all.

**Zouvelos' Lawful, Unassisted by Law Enforcement Re-Arrest/Surrender to Jail of Plaintiff**

- 78) After leaving the building located at 223 Knickerbocker, and without any incident or police involvement, we were approached on the public street by one of the contractual indemnitors, *to wit*: the Plaintiff's brother, David Lopez, who is **not** a party to this action. He advised that he did not want to get his brother, Plaintiff, in any further trouble, and did not want him taken to jail.
- 79) David Lopez was convinced to finally lure his brother, Plaintiff, so we could confirm that he had not departed from the jurisdiction. Thereafter, on the street and in public, Plaintiff's re-arrest was peacefully effectuated without any — law enforcement involvement whatsoever. See, Exhibit "K" the before and after photographs of the Plaintiff re-arrest.
- 80) Often, pictures and video are utilized to document evidence and memorialize the search and apprehension of a criminal defendant such as Plaintiff. This is done by contractual consent, and to also preserve the record of the re-arrest.
- 81) Plaintiff acknowledged, after he was re-arrested, that he was not hurt, injured or harmed in any way. See Exhibit "L"
- 82) The criminal defendant was re-arrested, processed and taken to the New York City Department of Correction (NY DOC). See, Zouvelos' private "body slip" acknowledgment of receipt of custody, Exhibit "M" was "signed-off" by a correction officer, NY DOC at Riker's Island.
- 83) See, Continental Casualty Company, v. The People of the State of New York, 202 Misc. 740, (N.Y.S.C. Bronx 1952) states in part: *"There is no question but that a surrender of the principal Cook under this section would exonerate the surety (Matter of People [Lexington Sur. & Ind. Co.], 272 N.Y. 210" .... "....acts of filing the surrender piece and copy of the bail bond with the warden of the city prison in New York County and the filing of the warden's certificate of acknowledgment was a surrender. I am of the opinion—that it was."*

- 84) This was a “text book” private bail contractual pretrial investigation, re-arrest, surrender to jail, and bail exoneration. The documents indicated above and as set forth, speak for themselves. My “Body Slip” clearly demonstrates that I and my designees acted as “private actors” that acted without the assistance of law enforcement.
- 85) The Court in United States v. Meltzer, 100 F. 2d 739 – (Court of Appeals, 7th Cir. 1938) held in part:

*“The defendant from the signing of the bond for him, is released by the United States Marshal, and then the bondsman becomes the jailer of the defendant; and, if that jailer, that bondsman, feels himself insecure; if he feels that his defendant is going to jump his bail, his bond; all that he has to do is to bring him into court, and say, Your Honor, I desire to surrender this defendant; that's all he has to do; and the Judge says to the Marshal; Mr. Marshal, take the defendant into custody; whereupon, the Marshal takes the defendant back into the custody of the United States, and the bondsman is released of his liability on the bond.”*

- a) The American Bar Association (ABA) published in, “*Criminal Justice Pretrial Release Section Standard*”, regarding pretrial release supervision of criminal defendants, are clear, and mirror common standards and practices as contained in private bail contracts maintained by me and all bail agents, and state in part as follows:

**ABA 10-5.6. Sanctions for violations of conditions of release, including revocation of release:** (a) *A person who has been released on conditions and who has violated a condition of release, including willfully failing to appear in court, should be subject to a warrant for arrest, modification of release conditions, revocation of release, or an order of detention, or prosecution on available criminal charges. (b) A proceeding for revocation of a release order may be initiated by a judicial officer, the prosecutor, or a representative of the pretrial services agency. A judicial officer may issue a warrant for the arrest of a person charged with violating a release condition. Once apprehended, the person should be brought before a judicial officer.”*

**Security Placed on Deposit for the \$100,000.00 Bail Bond**

- 86) At set forth above, the title deposited as partial security to cover any possible contingency charges was never owned by the criminal defendant, Plaintiff. A copy of security deposit receipt with the last four (4) digits of the vehicles VIN No. 1818 listed as security, is only

David Lopez. See Exhibit "B". Copy of the vehicle title bearing the name of the vehicle owner is also, David Lopez. See Exhibit "N".

- 87) The security deposit receipt agreed to and accepted by the depositor/indemnitor, David Lopez, states in part as follows;

*"That said collateral and or retainer deposit is as security for payment of any sums which may become due to the bond agent and or agency and or the "surety" and or consultants by the terms and conditions of the bail bond agreement executed by said defendant and or the Indemnitor(s), all the terms of which are made a part of the his / her receipt by this reference.*

- 88) The Court in, International, *infra*, New York Senior District Judge Sifton stated:  
*"Furthermore, in this case the market seems particularly well equipped to provide the monitoring function plaintiff seeks, in that the retailers through which plaintiff distributes its bail bonds are in a position to follow individual bail forfeiture proceedings and pass the cost of doing so on to bond Purchasers."*

**The Acknowledgment of the Debt Owed by the Depositor, (Who Is Not The Plaintiff Herein) and the Voluntary Surrender of the Bail Security**

- 89) Directly after the criminal defendant was placed into custody, David Lopez, the cash and security depositor, asked, and was advised that he is responsible for the costs incurred by contract for the investigation, search, re-arrest, transport, and surrender to jail of the criminal defendant for bail exoneration.
- 90) Contractual indemnitor, David Lopez, acknowledged the debt, and voluntarily handed the keys to his vehicle (security deposit) as a down payment for the services and contingency charges incurred. It was agreed at that time, that David Lopez would come to the office to negotiate payment so that his vehicle may be returned. David Lopez made many arrangements to pay his outstanding invoice, but never did. All we received were numerous false promises, and to date, there is still an unpaid balance due. See Exhibit "O" email to Zouvelos from Conwell, dated June 25, 2012, and notice(s) from Conwell to depositor, David Lopez.

- 91) At the time of contract execution, the vehicle was disclosed by its owner as being in excellent condition according to Kelly Blue Book value (hereinafter KBB). However, after the owner surrendered same, the vehicle was found to be in poor mechanical condition, and not worth anything near its disclosed KBB value. David Lopez knew this, as it was later determined that the vehicle had a “blown” motor.

**The Private Contract In Context Addresses ‘Frivolous Allegations:**

- 92) I respectfully draw the Courts attention to my Exhibit “E”, my private bail contract/indemnity agreement, originally printed on legal size paper. This document is designed to provide a potential client full notice and disclosure prior to the acceptance of any premium or security. All efforts were made to educate the potential client with great detail, and to discourage them from taking on a financial undertaking if in fact they and the criminal defendant could not be fully compliant with the terms and conditions contained therein. All clauses are written in plain English, and many pertinent clauses, terms and conditions are purposefully redundant, and are highlighted so that all variables are fully understood, acknowledged and agreed to by all parties. Although not a statutory requirement, my contracts were written in accordance with FDIC’s “Truth In Lending Act”, and are transparent. The contract states in part the following:
- a) Paragraph No. 21; Indemnitor and Criminal Defendant (Plaintiff) Hold Harmless for Physically Inspecting places of Residence and work etc. for Contractual Compliance, Home Verifications, for Bond Revocation and to Re-arrest.
  - b) Paragraph No. 37; Indemnitor and Criminal Defendant (Plaintiff) Authorization to Revoke Bail, Warrant or Bail Bond Forfeiture.
  - c) Paragraph No. 40; Indemnitor and Criminal Defendant (Plaintiff) Authorization to Revoke Bail Bond and the Responsibility for Change of Status Notifications, Warrant or Forfeiture.
  - d) Paragraph No. 43; Indemnitor and Criminal Defendant (Plaintiff) Authorization to physically inspect, property, premises any location at any time.
  - e) Paragraph No. 48; Indemnitor and Criminal Defendant (Plaintiff) Authorization to Re-arrest and Surrender the Criminal Defendant (Plaintiff) at Anytime, and Also Prior to Any Forfeiture Pursuant to NY CPL § 530.80.
  - f) Paragraph No. 52; Indemnitor Attestation That They Maintain and will Continue to Maintain the Moral Persuasion to Convince The Criminal Defendant to Always be Fully

Compliant with the Terms and Conditions of The Bail Contract and All the Terms and Conditions of His Jail release.

- g) Paragraph No. 53**; Indemnitor and Criminal Defendant (Plaintiff) Authorization, and First and Final Notices of Exclusive Rights to Aggregate, Gather, Catalogue, Film, Record, Memorialize Any and All images and Recordings, and Full Waiver of Rights to and Hold Harmless for of any materials gathered While Out on Bail, For Revocation of Bail etc.
- h) Paragraph No. 56**; Indemnitor and Criminal Defendant (Plaintiff) Pre-Authorization to "Surrender" the Criminal Defendant (Plaintiff) at any time, at the Bondsman's Sole Discretion and Without Further Notices.
- i) Paragraph No. 58**; Indemnitor and Criminal Defendant (Plaintiff) Authorization to Re-Evaluate, Re-Assess Criminal Defendants' Flight Risk and For Re-Arresting Same, When Trust is Lost, Underwriting is Questionable, Information And Or Circumstances Have Changed Without Prior Notifications from the Indemnitor(s) or Criminal Defendant, and Contractual Non Compliance.
- j) Paragraph No. 61**; Indemnitor and Criminal Defendant (Plaintiff) Acknowledgment and Authorization to Hold Harmless and Give Sole Discretion to Zouvelos and His Designees For Actions and Re-Arrest of Criminal Defendant.
- k) Paragraph No. 64**; Indemnitor and Criminal Defendant (Plaintiff) Acknowledgment, The Binding Arbitration Clause Re-visited, That Any and All Contractual Disputes That Must Be Decided Through Binding Arbitration.
- l) Paragraph No. 80**; Indemnitor and Criminal Defendant (Plaintiff) Acknowledgment and Authorization to Cost, Fees and Expenses as listed in the Bail Contract/Indemnity agreement.
- m) Paragraph No. 81**; Indemnitor and Criminal Defendant (Plaintiff) General Release Acknowledgment and Hold Harmless for Zouvelos, Officers, designees or any Entity Acting on Zouvelos' behalf.
- n) Paragraph No. 82**; Indemnitor and Criminal Defendant (Plaintiff) Irrevocable Consent, and Waiving of Rights to file a lawsuit or criminal action for the Lawful Apprehension and Surrender of Criminal Defendant.
- o) Paragraph No. 89**; Indemnitor and Criminal Defendant (Plaintiff) Acknowledgement That Each Understood the Agreement in Full; Had Any And All Questions Answered to Their Satisfaction; Advised that Each has their own Responsibility to Seek Legal Counsel Pertaining to the Bail Contract and the criminal defendants bail undertaking; by Executing the Contract it is in Full Force and in Effect; the Sole Responsibility of Each and Every Indemnitor to Know and Inform Zouvelos of any and all Changes of Criminal Defendants' status; and the ensuing bail revocations; the charges that will ensue per contract if they fail to do so; and that they received a copy of the contract upon signing, which is governed under New York Civil Contract law.

- 93) I cannot attest to any of the Plaintiff allegations against the City of New York, (New York City Police Department (NYPD) and / or New York City Department of Correction (NYCDOC) relating to his purported recreational activities that occurred at a Brooklyn jail rooftop (Brooklyn House of Detention, "BHDC"), near a basketball hoop, where Plaintiff alleges that he injured his ankle on a purportedly frayed rubber mat while he was lawfully incarcerated (and on a date unspecified).
- a) However, in Plaintiff's ECF document 12, page No. 9, (beginning on the seventh line from the bottom of the page), Plaintiff makes a critical admissions against his own interests, which further support my position that the Courts of the State of New York recognize that me and my designees are "*private agents*", not "state actors", and the Judge "*did not want to interfere*", and that Plaintiff's bail was reset at \$100,000.00 because he remained a 'flight risk'.
- b) In this vein, ECF document 12, Plaintiff avers that, "*...on May 29, 2012. As per the hearing, the Judge never expected the bondsmen's action and offered the same bail... "*... "*Indeed bail was given for the fact plaintiff was never a 'flight risk' since the commencement of the bail proceedings.*" As the Court is aware, this statement in Plaintiff's complaint is totally inaccurate and contradictory.
- c) It is clear that Plaintiff totally misunderstands the purpose of bail or now pleads ignorance. As this Court is aware, it is the public policy of the State of New York that an accused, ones that are not considered by the Court as being a 'flight risk', do not require bail, let alone a bail bond in the amount of \$100,000.00 dollars. With Plaintiff, the Court did not only set bail once at \$100,000.00, but twice.
- d) By Plaintiff suggesting that King's County Supreme Court Judge Walsh somehow concurred with what he asserts in his complaint, "*...Plaintiff was never a 'flight risk'...*" is absolutely a farce. As the Court is aware, nothing can be further from the truth, as the Judge exonerated my bail bond, and again reset bail at \$100,000.00 bail bond, or \$75,000.000 (seventy five thousand) in cash bail. So was Plaintiff a flight risk? Definitely!
- e) The Court's 'flight risk' bail assessment of Plaintiff did not change, even after my re-arrest and surrender of him, and since he was first arraigned six months prior. Therefore,

it is clear, that pursuant to CPL § 530.80 Plaintiff was placed in jail only after he was lawfully re-arrested with no “state action”, and he further remained a ‘flight risk’, as the Court required him to post the same \$100,000.00 bail bond yet again.

- 94) CPL § 530.80 does *not* require that an obligor or bail agent come forth with a reason to have the bail exonerated even in the event when there was no forfeiture. In this case the Court had initially ordered “warrant”, “bail bond forfeiture” and there is no doubt that Plaintiff’s non compliance placed the bail bond in jeopardy. See, Joseph Saladino et al., Respondents, v. Stuyvesant Insurance Company, Appellant 39 A.D.2d 765 (2d Dept. 1972):

*“Although no forfeiture had been declared by the court, defendant was justified in apprehending and surrendering the principal. At any time before forfeiture of an undertaking, a surety may surrender the principal and, for that purpose, may arrest him at any place within the State (former Code Crim. Pro., §§ 590, 591; CPL 530.80). Under the circumstances obtaining at the time, defendant had ample cause for belief that its bonds were in jeopardy.”*

- a) Unfortunately, neither Plaintiff, nor his contractual indemnitors appreciate what could have been the long term financial ramifications and disaster exclusively because of Plaintiff’s contractual non-compliance. The fact that the Supreme Court Judge in this matter had no immediate duty to grant “vacatur” and financial relief relating to Plaintiff’s warrant and forfeited bond is clearly not appreciated by the Plaintiff or his contract indemnitors.
- b) The Judge, as most do, could have easily left and justifiably permitted the penal sum of \$100,000.00 forfeiture to stand, and to the immediate financial detriment to me and my surety, and most certainly, to the Plaintiff, and his contractual indemnitors. Since the Plaintiff alone placed the \$100,000.00 bond in jeopardy, and was contractually non compliant, I and my surety were justifiably no longer willing to insure the Plaintiff’s appearances with the Criminal Court any longer. That is why I lawfully returned the Plaintiff, without incident, to the custody and control of the jail for Court production for immediate bail exoneration. After all, it was \$100,000.00 penal liability, which the Plaintiff willfully placed in jeopardy, with no guarantee that it would not happen again, made it a clear private contractual case of “once bitten, twice shy” bail revocation.

95) See also, People v. Peerless, 21 A.D. 2d 609, (1<sup>st</sup> Dept. 1964):

".....[w]hen bail is given, the principal is regarded as delivered to the custody of his sureties. Their dominion is a continuance of the original imprisonment." (Taylor v. Taintor, 16 Wall. [83 U. S.] 366, 371.

96) As stated in 8 C.J.S. Bail § 25, p. 44: "The right of the bail to seize their principal is not dependent on issuance of new process. None is needed. The right results from the nature of the undertaking of bail, and if there is no statutory provision to the contrary it need not be exercised by process, but, ordinarily, the bail may arrest the principal without any warrant or bail piece. (Emphasis added)."

97) In People v. Jimenez, indictment 4433/2007, New York County Supreme Court, Justice Laura Ward confirmed the following:

"The Court: I did some research last night under the criminal procedure law starting with section 530.80 and I was unable to find any case law that would prohibit me from accepting a surrendered defendant....All the bondman has to do – this was my concern was come and say, Judge, I don't trust him. I don't have to question the bondsman nor do I – nor did I find a case that said I had the right to do that."

"...I could take it into consideration in exonerating the bond in resetting the bail the fact that your client, according to the bondsman, had been reporting on a regular basis and all those things, but I could find nothing that would support my ability to force him to maintain the bond."

98) In People v. Ariel Torres, indictment #: 4593-09); Kings County, New York, Supreme Court, Justice Martin Murphy confirmed the following:

"The Court: Your client has gone to him, they have a contract. You know as well as I, if that contract violated in any way, he comes back and he surrenders him in the court. I set bail again. You can go to another bondsman."

99) As such, criminal courts of the State of New York acknowledge and recognize that a bail contract is purely a private matter governed by the private bail contract, and contract law.

100) Plaintiff alleges in his complaint, that the manner in which I handled his pretrial release and

community supervision while out on my bail bond, and my actions to exonerate his bail were atypical; abusive; inappropriate; unnecessary; unreasonable; and / or contrary to the New York bail bond industry common standards and practices.

- 101) Plaintiff, in order to support his purported § 1983 claims against me, only refers to irrelevant articles, and a previous unrelated administrative action which is presently on appeal in the New York Supreme Court, Appellate Division, First Department.
- 102) In addition, Plaintiff authored and published his complaint casting aspersions and made false allegations about me and my bail operations, that are untrue and not germane in this § 1983 action, such as: *"On the contrary to bail bond standards," ... "Indeed the bondsmen motives was to illegally revoke Plaintiff's bail and steal the collateral..."* further purporting on how other *"reasonable bondsmen would use proper procedures..."* to deal Plaintiff's purposeful material breeches of contract, court-ordered and vacated "warrant and forfeiture".
- 103) What is clear from a careful analysis of Plaintiff's amended complaint is that a) it violates FRCP No. 8, and b) contains matters, allegations and other irrelevant references which, in any event, must be stricken. With respect to FRCP Rule 8 it is clear that a pleading must contain, *"a short and plain statement of the claim showing that the pleader is entitled to relief"*. In this regard, Plaintiff's complaint does not clearly establish the requisite elements to sustain a 1983 claim, fails to clearly elucidate any proximately related damages which he has claimed. While a *pro se* Plaintiff is given latitude in submitting a pleading, that latitude does not exonerate a Plaintiff from the rules of pleadings clearly established in FRCP Rule 8. As set forth herein, Plaintiff's 1983 claim must be dismissed since there is absolutely no state action, nor are there any damages which can arise without clearly demonstrating a state action nexus.
- 104) While it is clear and undeniable that there is no state action in this matter, the other allegations set forth in Plaintiff's complaint, which are designed to paint *pro se* defendant, Zouvelos, in a bad light are irrelevant, immaterial and overtly prejudicial. In this vein, a 1983 action cannot be based on mere allegations of prior conduct, which conduct is denied, and press articles, as the only concern is whether there was any state action, or whether the actor was acting under the color of state law. All other matters which are not germane to the

specific 1983 claims made by Plaintiff must be stricken pursuant to FRCP Rule No. 12 (f). See for example, Precimed Inc. v. ECA Medical Instruments, No. 13-CV-761A, (W.D.N.Y. January 28, 2014):

*"To prevail in such a motion, [moving parties] must demonstrate that (1) no evidence in support of the allegations would be admissible; (2) that the allegations have no bearing on the issues in the case; and (3) that to permit the allegations to stand would result in prejudice to the movant." Roe v. City of New York, 151 F. Supp. 2d 495, 510 (S.D.N.Y. 2001) (internal quotation marks and citation omitted).*

*"Whether to grant such motion, however, is within the district court's discretion." Holmes v. Fischer, 764 F. Supp. 2d 523, 532 (W.D.N.Y. 2011) (Skretny, C.J.) (citation omitted).*

- 105) The allegations in Plaintiff's complaint, which have absolutely nothing to do with an alleged 1983 violation, must be stricken since the factors outlined in Precimed, *supra*, are clearly met. See also, the discussion in Fuchs Sugars & Syrups, et al v. Amstar Corporation, 402 F.Sup. 636, (S.D.N.Y. 1975).
- 106) However, while the Rule 8 and 12(f) violations are certainly present in this matter, it is Defendant Zouvelos' well supported and documented contention, that notwithstanding these violations, Plaintiff's complaint must be dismissed, with prejudice, pursuant to FRCP 12(b)(6).

**Defendant Zouvelos' Actions Were Private, As Contractually Promised, and Were in Complete Compliance With The Law, Industry Standards, Customs, and Usage**

- 107) It is clear that there is no Federal subject matter jurisdiction since the law is well settled in that a bail agent and his designees are; private actors only and that there are no other bases for this Court to continue any claims, pendant or otherwise, as there is no diversity of citizenship or other sustainable jurisdictional preconditions pertaining to defendant Zouvelos. With respect to industry standards, customs and usage this Court respectfully directed to <http://www.vera.org/sites/default/files/resources/downloads/bailbond.pdf>.
- 108) VERA's New York City based, and New York State licensed professional bail bond agency rules, and the resulting effects, are not only instructive, but conclusive. VERA required termination of a bail bond when a criminal defendant failed to comply with the terms and conditions of its private bail contract; failed to appear in court; and, that any

new arrest while out on bail, or flight, triggered the immediate engagement of VERA bounty hunters to re-arrest a recalcitrant criminal defendant for bail bond exoneration.

- 109) The VERA study found that, in exchange for posting a bail bond on their behalf, the bail bond agency had each criminal defendant sign a contract agreeing to take part in a pretrial supervision program, “...*each project required bonded defendants to sign a contract agreeing to abide by a strict regimen...*” (Report page No. 6) Each criminal defendant released from jail by bail bond were required to physically “check-into” the offices of VERA as contractually promised, as was my contractual agreement with Plaintiff and his indemnitors. As in my bail operations, VERA supervised criminal defendants while they reported to probation and parole; in drug and alcohol treatment; and also while attending vocational training and educational programs and other employment.
- 110) The VERA study further found that the reasons for re-arrest and bail exoneration included, but were not limited to, criminal defendants failure to report to the offices as contractually promised and / or for any new arrest. Moreover, VERA’s study also concluded: “*The financial risk [of forfeiting the bonds] focused program staff on the need for the principal’s strict compliance.*” Brooklyn Law Journal of Law and Policy, “None of Their Business”, 2010. “*After supervising someone for 99 days, the Bronx Bail Bond Agency attempted to persuade the court to release the defendant on his or her own recognizance...*” (Study page No. 27 at 18), exonerating their bail bonds.
- 111) The VERA study also found that:
- a) “... *intensive supervision was intended both to deter misconduct and to give staff notice if there was reason to return a participant to jail*” ... “*For the population that the agencies were working with, the possibility of returning a defendant to custody was important for the message it sent to both the defendant and the Department of Correction—that “the program was serious about controlling behavior and preserving community safety.”*” Brooklyn Law Journal of Law and Policy, “None of Their Business”, 2010.
  - b) “*Because Vera’s pretrial intensive supervision projects exercised the power of the bondsperson, program staff could control people with the threat of jail. And, if the*

*threat failed, staff could and did arrest and surrender people without obtaining a court-issued warrant.*" (Report page No. 30).

- c) To further provide context Plaintiff's unsubstantiated and unsustainable allegations contained in his complaint that, *"On the contrary to bail bond standards," ... "Indeed the bondsmen motives was to illegally revoke Plaintiff's bail and steal the collateral..."* further purporting on how other *"reasonable bondsmen would use proper procedures..."* - Hypothetically, if Plaintiff were bailed out of jail by VERA's not for profit New York City Bail Bond Agency, and VERA's bail bondsmen that were duly licensed by the (NYDFS), Plaintiff would have counted among the over **49 % (Report page No.13)**, out of the total bail bonds posted by VERA that addressed the recalcitrant criminal defendants that VERA's bounty hunters re-arrested and returned to jail for breaching the VERA private bail contract—exactly as I did with Plaintiff.

- 112)** As in my bail operations and community supervision, VERA's supervision of criminal defendants penal liability ended as follows:

*"The project's supervision of a principal ended in one of four ways: The principal absconded; the case was disposed; the court relieved the project of its responsibility by releasing the principal on his or her own recognizance or transferring the principal to another agency; or the project surrendered the principal to the department of corrections."* (Report page No. 13)

- 113)** The latter, and for material breeches of contract and the lawful authority granted as explained herein, is exactly what occurred with Plaintiff.

*"The option to surrender a person to the department of corrections is a fundamental aspect of the model because no matter how intensive, community supervision will not work for everyone." defendants who pose risks in the community that we do not yet know how to manage."*

(Vera Report Page No. 13)

- 114)** Private and for-profit bail agents do not share in the pool of taxpayer funds. They operate only with private funds. That is why, in return for issuing the Court a contractually promised "appearance bail bond", bail agents in return receive private performance contracts, from their private indemnitors and later criminal defendants, as I did with Plaintiff. In these, all executing parties promised full cooperation and compliance to the

terms and conditions of the private bail bond contracts. By the bail agent/obligor making their bail indemnitors and the criminal defendants fully responsible for the penal amount and contingency charges, they, and *not* the New York taxpayers, are directly, fully, contractually and financially accountable.

- a) It is clear, that all parties know ahead of time, that they maintain the ultimate financial responsibility and incentive to keep the criminal defendant “in-line”; fully cooperative; forthcoming; and, fully compliant with all his court dates, and with the terms and conditions of the private contract.

In People v. Peerless Ins. Co., 21 N.Y.A.D. 2d 609 (1<sup>st</sup> Dept. 1964) states:

*“The professional surety does perform a valuable social function and its operation should not be rendered uneconomic or so difficult that its service may be denied absolutely, or effectively, to persons charged with crime.”*

- 115) Moreover, in an article published in the Economist, June 17, 1999 edition, on the effectiveness of bail bond agents and bounty hunters titled: “Bounty Hunters: Private-Sector Enterprise” quoting University of Illinois Law Review, Mr. John Chamberlin, JD, Magna Cum Laude:

*“....bounty hunter... powers are not granted by the state; they emanate from the private contract between the bondsman and the defendant. The courts have consistently found that bond is an extension of jail; the bondsman, and the bounty-hunter as his agent, have the same powers as a jailer to control the movements of a defendant.” ... “that bail-enforcement agents (as bounty hunters prefer to be called) play an important role in the criminal justice system.”*

- 116) New York bail agents are purely private actors whose authority derives exclusively from its private contracts with its clients. These private contracts contain covenants for contractual default, rearrest, surrender, indemnification and contingency costs. The private contract/indemnity agreement forms utilized in the Plaintiff’s matter are not government form(s), nor were they required to be. *“Please note that such agreements are not insurance contracts, as defined by N.Y. Ins. Law Section 1101, and are not governed by the New York Insurance Law.”* NYDFS’ OGC Legal Advisory, No. 04-11-22 (2004).

- 117) Therefore, the actions by me to strictly monitor, search, re-arrest and exonerate Plaintiff's bail, and enforcing my private agreements, were not only without any government assistance or input, but were lawful; reasonable; ethical; necessary; proper; and, as exactly contractually called for.
- 118) Pretrial release by bail bond private contractual agreements are backed by successful and longstanding standards and practices in existence in the private New York commercial bail bond industry. These were also fully utilized as evidenced in the "taxpayer funded not for profit" model as found in VERA's New York City bail bond agency, and elsewhere. It is clear that VERA's, as well as my own private contracts, delineate the terms, conditions, expectations responsibilities and ramifications, that were enforced by the New York Criminal Courts upon bail posting, re-arrest, and surrender of criminal defendants.
- 119) Therefore, Plaintiff's allegations, that I somehow treated him contradictory to longstanding and widely utilized bail standards and practices, or differently than any other reasonable New York bail agent or agency fail, and as set forth herein, they are a complete farce. The facts that Plaintiff's own actions, inactions, irresponsibility, recklessness and failure to comply, verified by his sign-in sheet and my Court records, clearly proves Plaintiff's re-arrest was procedurally, substantively and contractually proper and necessary.
- 120) The instant matter falls squarely within this rubric and respectfully, the pending § 1983 action must be dismissed.

**The Lawful and Common Law Right to Enter Into Enforceable  
Private Bail Contract / Indemnity Agreements**

- 121) The right of a surety, its bail agent and the bail agents' designees are empowered pursuant to common law, relevant case law and private bail contract/indemnity agreements, which have been universally upheld by the Courts. The case law is clear, for instance, where the Court found that requiring a defendant to waive "extradition proceedings" and other valuable Federal rights in a private bail/indemnity agreement were enforceable as a *private contract and indemnity agreements*.

122) The Court in Lee v. Thorpe, 147 P.3d 443 (Sup. Ct. Utah, 2006), succinctly stated:

*"...relationship between the Plaintiff's and the defendants was one of Contract Law, and their interactions were consistent with that contract"-- and further solidified the point that, "...parties to a contract regarding the subject matter of that contract, the contractual relationship controls and the parties are not permitted to assert actions in tort in an attempt to circumvent the bargain they agreed on."*

123) In the recent court decision, People v. Western Insurance Company (Western), No. B239848 Cal: Court of Appeal, (2nd Appellate Dist., 4th Div. January 30, 2013), the Court held:

*"Since the 19th century, the United States Supreme Court has recognized that... "There is also an implied covenant on the part of the government, when the recognizance of bail is accepted, that it will not in any way interfere with this covenant between them, or impair its obligation, or take any proceedings with the principal which will increase the risks of the sureties or affect their remedy against him." (Reese, supra, 76 U.S. at pp. 21-22).*

124) The Western Court properly relied upon the United States Supreme Court decision in Reese, to wit: which confirmed the sovereignty of the bail agent's private contract, and that the government shall not interfere in any respects, with the terms and conditions of a bail indemnity agreement:

*"As courts have noted, the bail bond agreement is a contract involving three parties. First, it is a contract between the surety and the principal. Under the terms of the bail bond agreement, "the principal is, in the theory of the law, committed to the custody of the sureties as to jailers of his own choosing, not that he is, in point of fact, in this country at least, subjected or can be subjected by them to constant imprisonment; but he is so far placed in their power that they may at any time arrest him upon the recognizance and surrender him to the court, and, to the extent necessary to accomplish this, may restrain him of his liberty." (see, Reese v. United States (1869) 76 U.S. 13, 21 (Reese). Second, "the bail bond is a contract between the surety and the government whereby the surety acts as a guarantor of the defendant's appearance in court under the risk of forfeiture of the bond.' [Citation.]" (see, People v. American Contractors Indemnity Co., supra, 33 Cal.4th at p. 657.)*

**New York Criminal Procedure Law(s) § 530.80 and § 520.20(4)(ii)**

- 125) The law is well settled and the Criminal Procedure Law is clear with respect to the lawful right of “*surrender*” of a criminal defendant, and the “*retention of security placed on deposit*.”. These statutes define the lawful procedures that must be followed for each pertaining statute. However, the statute on its own does not make anyone a “state actor”, or does it command, instruct, suggest, coerce and / or under what grounds the bail agent or cash depositor of bail *may* act relating to same. See the following:

**NY CPL § 530.80** Order of recognizance or bail; surrender of defendant, which states in part:

*“At any time before the forfeiture of a bail bond, an obligor may surrender the defendant in his exoneration, or the defendant may surrender himself, to the court in which his case is pending or to the sheriff to whose custody he was committed at the time of giving bail..”*

**NY CPL § 520.20(4)(ii):** Bail and Bail Bonds, which states in part: “...seeking retention of security deposited by the latter with the former or enforcement of any indemnity agreement of a kind described in this sub-paragraph, will not lie except with respect to agreements and security specified in the justifying affidavit...”, hence contract law.

- 126) Since the criminal defendant was re-arrested only by private contractual individuals; surrendered by private individuals to the New York City Department of Correction, pursuant to authorizations and the private bail contracts /indemnity agreements; pursuant to New York Criminal Procedure Law § 530.80, and without incident, there can be no liability attached to the surety, me or my designees.
- 127) In sum, since the search, location, and re-arrest of the criminal defendant was completely independent of “state actors”, was accomplished in public, not in any “occupied structure” and without police, was legal and appropriate. There is no cause of action, nor are there any alleged damages sustained by Plaintiff (which damages are completely denied). I legally and properly authorized the lawful re-arrest of Plaintiff, in public, and without any incident.
- 128) To assert a valid claim against a bail agent or his designees under § 1983, plaintiff must demonstrate that the bail agent acted “under color of state law.” The two-part test set forth in Lugar v. Edmondson Oil Co., 457 U.S. 922, 102 S.Ct. 2744, 73 L.Ed.2d 482

(1982) is well settled.

- 129) First, the deprivation must be caused by the exercise of some right or privilege created by the State or by a rule of conduct imposed by the State or by a person for whom the State is responsible. Second, the party charged with the deprivation must be a person who may fairly be said to be a "state actor". This may be because he is a state official, because he has acted together with or has obtained significant aid from state officials, or because his conduct is otherwise chargeable to the State. *Id.* at 937, 102 S.Ct. at 2753-54.
- 130) The first element of *Lugar* is satisfied, as "*a bondsman has both a statutory and common law right to arrest his fugitive*" under New York law. Thus, the only question is whether the bail agent and his designees might fairly be said to have been a "state actors." This requirement is satisfied where the individual "*has acted together with or has obtained significant aid from state officials.*" *Id.* (quoting *Lugar*, 457 U.S. at 937, 102 S.Ct. at 2754). An individual will act under color of state law if he "*is a willful participant in joint action with the State or its agents.*" *Id.* (quoting *Dennis v. Sparks*, 449 U.S. 24, 27-28, 101 S.Ct. 183, 186, 66 L.Ed.2d 185 (1980)).
- 131) Courts have found a bail bondsman to be a "state actor" in severely limited instances. Where the police provided significant assistance in the plaintiff's detention. *Id.* at 1523. For example, in *Bailey v. Kenney*, the court noted that the bail bondsman and officers "*used their show of authority in an attempt to bring plaintiff to the door; they jointly forced their entry into the house with guns drawn; they pointed their weapons at plaintiff when he appeared; and they jointly restrained plaintiff of his freedom while questioning him.*" *Id.*
- 132) Similarly, in *Jackson v. Pantazes*, the Fourth Circuit found that a bondsman acted under color of state law where he enlisted the police's assistance in forcing entry into a home and the officer "*lent his authority to gain entrance to the house; helped drag the mother of the fugitive from the doorway; stood by while the bondsman used force against the mother; and informed the mother that the bondsman could 'do whatever he wants.'*" *Bailey*, 791 F.Supp. at 1522 (citing *Jackson*, 810 F.2d 426, 429 (4th Cir. 1987)).

As the Fifth Circuit has explained:

"...[t]he majority of federal courts that have addressed the state action issue in the context of bail bondsmen have based their decisions on whether the bondsmen enlisted the assistance of law enforcement officers in arresting their principals." Landry v. A-Able Bonding, Inc., 75 F.3d 200, 204 (5th Cir. 1996).

133) Thus, the Fifth Circuit concluded in Landry that a bail bondsman does not act under color of state law where he does not purport to act "pursuant to [a] warrant" nor "enlists the assistance of law enforcement officials in executing the warrant." *Id.* at 204-05. *See also* Ouzts v. Maryland Nat'l Ins. Co., 505 F.2d 547, 553 (9th Cir. 1974) (concluding that a bail bondsman was not a state actor where he did not act in conformity with state law and did not enlist the assistance of law enforcement). The exception is the Fourth Circuit, which has concluded that bail bondsmen are state actors based upon the "relationship between bail bondsman and the state's criminal court system." Landry, 75 F.3d at 204 (citing Jackson, 810 F.2d at 43).

134) Plaintiff's federal claims against me and my designees are based upon his allegation that he was wrongfully searched, detained, seized and surrendered him to jail. Plaintiff claims that I acted under color of state law. However, I did not seek, or receive the assistance of police, as in Bailey or Jackson v. Pantazes.

See also Landry v. A-Able Bonding, Inc., 75 F.3d 200, 204 (5th Cir. 1996):

*"The majority of federal courts that have addressed the state action issue in the context of bail bondsmen have based their decisions on whether the bondsmen enlisted the assistance of law enforcement officers in arresting their principals."*

135) As set forth herein, I and my designees acted as a private citizen(s) "in the course of pursuing private interests", pursuant to a private bail contract/indemnity agreement executed by Plaintiff and his contract indemnitors, and disclosed to the Court upon the posting of the bail bond pursuant to NY CPL § 520.20.

136) The Tenth Circuit has explained that there is no state action *"where a private party is simply reporting suspected criminal activity to state officials who then take whatever*

*action they believe the facts warrant.* " Lee v. Town of Estes Park, 820 F.2d 1112, 1115 (10th Cir. 1987). See also, Carey v. Continental Airlines, Inc., 823 F.2d 1402, 1404 (10th Cir. 1987) (no state action where private party complained to the police and the police consequently arrested the plaintiff). See also, Cornejo v. Bell, 592 F.3d 121 (2d Cir. 2010), Pitchell v. Callan, 13 F.3d 545 (2d Cir. 1994), Sykes v. Bank of Am., 723 F.3d 399 (2d Cir. 2013). These cases were referenced in Hon. Margo K. Brodie's Order dated, March 4, 2014. Additionally, this Court commanded Plaintiff to factual show how Zouvelos violated Plaintiff's Constitutional rights while acting under state law. Plaintiff's amended complaint fails to comply with this Court's directive simply because there was absolutely no state action by defendant Zouvelos, *to wit*: there is no factual basis to sustain any state action; the fact that Plaintiff alludes to matters which are outside the realm of his 1983 claims are immaterial and irrelevant; and, the fact that a bail agent is licensed by the state alone does **not** constitute any state action---as cash depositors (obligors) of bail have no state bail license, yet pursuant to CPL § 530.80 have the same re-arrest for bail exoneration authority as a New York state licensed bail agent maintains.

- 137) Likewise, the Eighth Circuit has noted that a bail bondsman does not become a "state actor" merely by filing an affidavit leading to the Plaintiff's arrest. Dean v. Olibas, 129 F.3d at 1005-06. Unlike in Bailey, the bail bondsman here did not act "*in a concerted manner*" with the police officers, nor is there any evidence that the officers acted under the bail bondsman's direction.
- 138) Any claim that I, or my independent contractor designees acted "under color of state law" must fail pursuant to the above, and the following:
- a) Zouvelos and his designees were operating pursuant to private contract, and pursuant to NYCPL § 530.80.
  - b) New York General Business Law § 74-a statutorily mandates that a private person seeking to privately and contractually search and apprehend a criminal defendant must report with local law enforcement prior to executing a search for and /or apprehending a criminal defendant they are seeking. The Plaintiff in his moving papers admits that this occurred.

- c) The criminal defendant and his indemnitors gave full contractual authorization, indemnification and 'hold harmless' to re-arrest, document and search locations and premises I had suspicion to believe the criminal defendant may be located. Since the address location was listed as Plaintiff's purported "residence" it was commonsensical and necessary for Zouvelos to order the search of said location(s).
- d) The contract indemnitors had signed an authorization to search, re-arrest and surrender the criminal defendant back to jail, giving Zouvelos discretion relating to same, and for any and all contractual conditions.
- e) In this instance, neither Zouvelos, nor his designees ever forced their way when inspecting location(s), they were voluntarily permitted to search.
- f) Plaintiff is *pro se*, and not an attorney admitted to practice law in this or any other state. Therefore, he cannot file an action on behalf of any other alleged aggrieved party, besides himself. See, Guest v. Hansen, 603 F 3d 15-20 (2d Cir. 2010); KLA v. Windham Se. Supervisory Union, 348 F 604, 605-06, (2d Cir. 2009); Ianconne v. Law, 142 F. 3d 553, 558 (2d Cir. 2008); Johnson v. Fischer, No. 13-cv 0348 2013, WL 6816608, (N.D.N.Y., December 20, 2013); and, Barrett v. United States, 622, F. Supp. 574 (S.D.N.Y., 1985).
- g) Since Plaintiff was not present, and also did not live at the address which was searched, contrary to what he disclosed on his bail contract, he was not even a witness to the "search" or to the purported facts relating to the search he alleges in his complaint, amended complaint and /or as he stated at the conference that took place in July 17, 2014. Therefore, and as was set forth herein, Plaintiff's mere hearsay allegations utilized in support of his § 1983 claim are not only highly suspect, but are inadmissible.
- h) Plaintiff was re-arrested without the aide, presence, direction, consent, advices or compulsion of any police, law enforcement, government and / or regulatory agency.
- i) Plaintiff was re-arrested in public, not at a residence, and his apprehension, transport and surrender to jail was done by "private actors", and without police or law enforcement.
- j) Prior to Plaintiff being lodged at the jail he executed a hold harmless and an acknowledgment that he himself was re-arrested without incident or any physical harm. Later, a judge of the State of New York acknowledged my private contractual authority, and

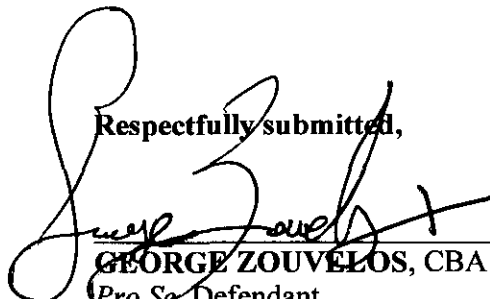
is pursuant to NY CPL § 530.80; exonerated the bail bond as a matter of law; re-evaluated Plaintiff's bail conditions; and, re-set same at \$100,000.00 bail bond.

- 139) Plaintiff simply cannot continue to deny that it is **he** who is legally accountable and fully responsible for **his own** poor decisions and choices. Plaintiff's own decisions and acts that led to his initial lawful arrest for felony sex crimes; his contractual non-compliance that led to his lawful re-arrest and surrender to jail; the contractual contingency charges which were made necessary by his contractual misconduct; and his own felony plea, conviction, and sentencing that led to Plaintiff serving state prison time.
- 140) In Plaintiff's complaint he fails to state a valid § 1983 claim against me or my designees. All of the other aspersions, allegations and exhibits found in Plaintiff's complaint, against me or my designees, are not only unrelated, but are immaterial and unsupportive of his § 1983 claim, and without merit. Respectfully, this Court must find that I, and my independent private contractor designees did not act under color of state law, and Plaintiff consequently cannot assert his claims under 18 U.S.C. § 1983.
- 141) Respectfully, it would be futile to permit Plaintiff to amend, or to file yet another complaint against me or any of my designees. Thus, the Court must, respectfully, grant the within motion to dismiss.

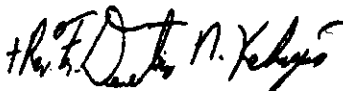
**WHEREFORE**, and most respectfully, it is requested that the within application to dismiss Plaintiff's action, with prejudice, be granted in its entirety, together with such other and further relief this Court deems just, appropriate, and equitable.

**Dated:** July 17, 2014  
Brooklyn, New York

Respectfully submitted,

  
GEORGE ZOUVELOU, CBA  
Pro Se, Defendant  
75 Smith Street  
Brooklyn, New York, 11201  
Tel: (718) 722-1129

Subscribed and sworn to  
before me on July 21, 2014.



Notary Public

Pursuant to N.Y.C.R.R. 130-1.1

**DEMETRIOS N KEHAGIAS**  
Notary Public, State of New York  
No. 01KE0258002  
Qualified in Kings County  
Commission Expires April 16, 2016

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK**

**Ramon Lopez**

**Plaintiff,**

**v.**

**George Zouvelos, Viny Conwell,  
and the City of New York**

**Defendant(s).**

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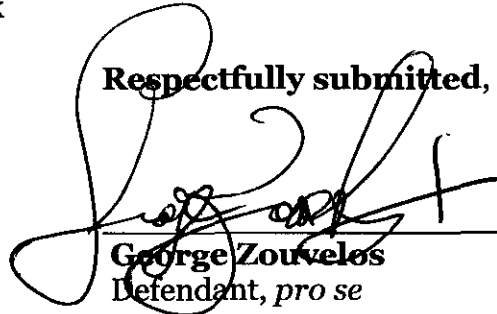
**1:13-cv-06474-MKB-JO**

**CIVIL ACTION**

**Defendant, Pro Se George Zouvelos' Affidavit and Points of Law  
in Support of Motion to Dismiss Pursuant to FRCP Rule No. 12 (b)(6)**

**Dated:** July 17, 2014  
Brooklyn, New York

**Respectfully submitted,**

  
**George Zouvelos**  
Defendant, pro se

To: Plaintiff:  
Ramon Lopez, Prison Inmate # 12-R-3146  
Marcy Correction Facility  
9000 Old River Road, P.O. Box 3600,  
Marcy, New York 13403

To: ZACHARY W. CARTER  
Corporation Counsel  
of the City of New York  
*Attorney for Defendant City*  
100 Church Street, Rm. 3-176  
New York, New York 10007  
(212) 356-3535  
Attn: DAVID COOPER, ESQ.  
Assistant Corporation Counsel

# EXHIBIT “A”



STATE OF NEW YORK  
INSURANCE DEPARTMENT  
25 BEAVER STREET  
NEW YORK, NEW YORK 10004

George E. Pataki  
Governor

Gregory V. Serio  
Superintendent

The Office of General Counsel issued the following opinion on November 29, 2004, representing the position of the New York State Insurance Department.

RE: Bail bonds

**QUESTION PRESENTED**

Is the insurance company providing a bail bond required to provide those who posted collateral in support of the bail bond, upon dismissal of the indictment, with a written release as to the obligations they had assumed?

**RESPONSE**

New York Insurance Law does not require the insurer providing the bail bond to issue a written release under the circumstances the inquirer provided.

**FACTS**

The inquirer posted a bail bond for a friend who was the defendant in a criminal case. The inquirer and the inquirer's family members and friends put up the deeds to their houses as collateral. The indictment was dismissed and the inquirer subsequently received the deeds back from the insurer. However, the inquirer did not receive any written release terminating the terms of the bail agreement and were informed by the defense attorney in the underlying criminal case that the bail bondsman could continue placing liens against the houses in other cases brought against the same defendant without the owners' consent or knowledge.

**Analysis**

The Department, under N.Y. Ins. Law Section 6802 (McKinney Supp. 2004), licenses bail bondsmen doing business in New York, but neither the statute nor its implementing regulation, Regulation 42, N.Y. Comp. Codes R. & Regs. tit. 11, Part 28 (2004) extend beyond licensing, record-keeping and compensation. They do not address private agreements that either bail bondsmen, or insurers, may enter into with those who put up the collateral for a bail bond. However, should the bail bondsman place a lien upon houses previously pledged as security for other cases brought against the defendant without the inquirer's consent, the Department would investigate the matter when it is brought to its attention. Under N.Y. Ins. Law Section 6802(k), the Department could take disciplinary action against the offending bail bondsman for having thereby demonstrated untrustworthiness.

It would be advisable for the inquirer to review the terms of the collateral/indemnification agreement under which the deeds in question were submitted as surety for the bail bond to see if it addresses whether either the insurer providing the bail bond or the bail bondsman is required to provide a written release as to the obligations the inquirer assumed, upon dismissal of the indictment. If the agreement requires that such a release be given, then the inquirer can use the agreement to seek a release from the entity identified therein. Please note that such agreements are not insurance contracts, as defined by N.Y. Ins. Law Section 1101, and are not governed by the New York Insurance Law.

For further information one may contact Associate Attorney Barbara Kluger at the New York City Office.

EXHIBIT  
"A"

# EXHIBIT “B”

EXHIBIT "B"

RECEIPT RE-WRITE FROM 12-7-11 VOID. THIS IS NEW RECEIPT.

RECEIPT FOR SECURITY COLLATERAL & OR  
FOR SURETY CONSULTING RETAINERS DEPOSIT  
POSTING AND STATUTORY CHARGES

RECEIPT/NYSID #	09413740J
DOCKET/INDICT#	2611 KN095624

This 8<sup>TH</sup> day of December, 2011 receipted

DAVID LOPEZ 917 Glenmore Ave. 1FLR.  
BROOKLYN NY 11208  
(Indemnitor's / Depositor Name and Home Address)

As Deposit for the execution attempt or bail consulting secondary from Bail Contract  
Previously Agreed to by All Indemnitors For the Inquiry into a Bond in the sum of:

Bond Amount: \$ 100,000 — C100K

For Criminal Def: RAMON LOPEZ  
The following described Consulting Retainers or Collateral Deposit or Debt

\$ 1990 - CASH & CASH VENDED 1818 -

All collateral returns, if any due; take up to 125 business days, barring any act of God, from receipt of us by you of the "Bail Exoneration" letter With original court seal typed court disposition document & by depositing this receipt only with the office as prescribed in bail contract. That said collateral and or retainer deposit is as security for payment of any sums which may become due to bond agent and or agency and or the "surety" and or Consultants by the terms & conditions of the bail bond agreement executed by the said Defendants by the terms & conditions of all the terms of which are made a part of his /her receipt of this reference. If one or more bail bonds is/are posted for this defendant or on behalf of this depositor, by this agent and or same or related insurance company the depositor agrees that NO collateral return will begin processing, of one is due, until All bail bonds are exonerated and proven so as state above for each and every case. If money is due to anyone as stated above the collateral contained herein will be levy to reimburse same.

Please note that this receipt is also for bail consulting services if bond did not or cannot be posted for whatever reason(s). This receipt is subject to vendor or third party invoicing stated in the Bail Consulting & Bail Contract. All Transactions Must be Finally Approved By The Bondsman. Once Contract is Signed Premium and Fees are Earned & Not Refundable. No Promises Can Be Made By Any Person or Consultant Besides What is Specifically Stated in the Bail Contract. Any info Shared by bail consultants and or bail agent are from prior experiences alone and may not Pertain to you or this defendant. It is Advisable to seek an attorney's legal counsel prior to signing any contract with financial and or civil ramifications. FOR INDEMNITOR(S) ANY AND ALL DISPUTES RELATED TO FUNDS TENDERED HEREIN HAVE TERMS & CONDITIONS THAT ARE PART OF THE BAIL CONTRACT WHICH INCLUDE BUT NOT LIMITED TO BINDING ARBITRATION CLAUSE AS ADMISTERED BY AMERICAN ARBITRATION ASSOCIATION WITH A VENUE BEING MANHATTAN OR QUEENS NEW YORK CITY. THIS INVOICE & THE BAIL CONTRACT ARE ENFORCEABLE ONLY UNDER NEW YORK CIVIL CONTRACTS LAWS only. TO INITIATE A COLLATERAL REQUEST RELEASE OF SAME I AGREE THAT I MUST OBTAIN A BAIL BONDS DISCHARGE FORM FROM THE COURT OF FINAL JURISDICTION AND I AM RESPONSIBLE TO OBTAIN DISPOSITION AND DELIVER SAME WITH THIS RECEIPT TO THE OFFICE OF THE BONDSMAN WITH SAID 'EXONERATION' OR I WILL BE CHARGED PER CONTRACT AT THE AGENTS DISCRETION FOR VEIFYING SAME. I UNDERSTAND AND AGREE THAT IF DISPOSITION IS EXONERATION DISPOSITION IS NOT CLEAR THE AGENT WILL RETAIN THE SERVICES AS PRESCRIBED BY CONTRACT AT MY SOLE EXPENSE. FURTHER I UNDERSTAND & AGREE THAT UNTIL I FULFILL THE TERMS FOR COLLATERAL RETURNS, IF ONE IS DUE, THAT THE DEFENDANT MUST KEEP SIGNING INTO THE OFFICES UNTIL BE EXONERATED' & I/WE DELIVER IT WITH RAISED COURT SEAL TOGETHER WITH THIS RECEIPT. BY SIGNING BELOW I AFFIRM THAT I HAVE READ, UNDERSTOOD AND AGREED TO ALL THE CHARGES TODAY AND IN THE FUTURE THAT MAY BE INCURRED, AND TO ALL CONTRACTUAL TERMS AND THE RESPONSIBILITIES OF THE DEFENDANT & INDEMNITOR(S) (ME, US) AND HAVE RECEIVED A COPY OF THIS RECEIPT & RELEVANT DOCUMENTS.

This Instrument is Not Negotiable & The Security Deposit and or Collateral Is  
Not Assignable Unless Approved In Writing By Agent.

NAME & ADDRESS OF AGENT AND OR BAIL CONSULTANT  
George Zouvelos For Collateral Returns only (212) 732-2252  
81 Baxter Street, Store Front, New York, New York 10013

George Zouvelos  
NY BAIL BONDSMAN  
78 South St. Brooklyn, NY 11201

David Lopez  
For CASH (Indemnitor Name)

075-66-8706  
(Indemnitor Social Security Number)

FILE COPY

x George Zouvelos

(On Behalf of Bondsman, Bail Consultant)

1st Receipt

ENO GAVE IN 10,000.00 IN CASH

Given Initially, But Receipt Void.  
CAR TITLE CASH \$1990.95

VIN# CASH COLLATERAL  
3006 INFINITY FX35 Pool  
CASH \$88W36X201818  
CONV. T.W.

(Mark If Funds Tendered Here) OWNER IN A Ramon Lopez By: GZ

Power Number (1823) T300 52386823 new receipt.	Date CASH 12/8/2011
Premium (Non Refundable) CASH \$3199.04	Collateral (Subject to Invoicing & the terms of contractual agreement) CASH
TOTAL BAIL RELATED DEPOSIT \$ T80.	(owes) GZ

George Zouvelos X: [Signature]  
NY BAIL BONDSMAN  
78 South St. Brooklyn, NY 11201  
(Date) 12/7/11  
(Depositor's Signature)

# EXHIBIT “C”

**Charged SEX OFFENDER**

## New York State Unified Court System

WebCrim

## Case Details - Charges

## CASE INFORMATION

Court: Kings Criminal Court  
 Case #: 2011KN095624  
 Defendant: Lopez, Ramon A

Charge	Detail	Disposition/Sentence
PL 130.65 01	D Felony, 2 counts, Not an arrest charge, Arraignment charge Description: Sx Abs:cntct-frcbl Cmplsn	
PL 130.52 00	A Misdemeanor, 3 counts, Not an arrest charge, Arraignment charge Description: Forcible Touching	
PL 130.65 01	D Felony, 2 counts, Not an arrest charge, Arraignment charge Description: Sx Abs:cntct-frcbl Cmplsn	
PL 135.05 00	A Misdemeanor, 1 count, Arrest charge, Arraignment charge Description: Unlawful Imprisonment 2nd	
PL 130.55 00	B Misdemeanor, 3 counts, Not an arrest charge, Arraignment charge Description: Sexual Abuse 3rd	
PL 240.26 01	Violation, 3 counts, Not an arrest charge, Arraignment charge Description: Harassment 2nd- Phy Contact	
PL 130.52 00	A Misdemeanor, 3 counts, Not an arrest charge, Arraignment charge Description: Forcible Touching	
PL 135.05 00	A Misdemeanor, 2 counts, Not an arrest charge, Arraignment charge Description: Unlawful Imprisonment 2nd	
PL 240.26 01	Violation, 3 counts, Not an arrest charge, Arraignment charge Description: Harassment 2nd- Phy Contact	
PL 130.55 00	B Misdemeanor, 3 counts, Not an arrest charge, Arraignment charge Description: Sexual Abuse 3rd	
PL 130.65 01	D Felony, 2 counts, Not an arrest charge, Arraignment charge Description: Sx Abs:cntct-frcbl Cmplsn	
PL 130.65 01 **TOP CHARGE**	D Felony, 1 count, Arrest charge, Arraignment charge Description: Sx Abs:cntct-frcbl Cmplsn	
PL 130.55 00	B Misdemeanor, 3 counts, Not an arrest charge, Arraignment charge Description: Sexual Abuse 3rd	
PL 135.05 00	A Misdemeanor, 2 counts, Not an arrest charge, Arraignment charge Description: Unlawful Imprisonment 2nd	
PL 130.65 01	D Felony, 2 counts, Not an arrest charge, Arraignment charge Description: Sx Abs:cntct-frcbl Cmplsn	
PL 130.52 00	A Misdemeanor, 3 counts, Not an arrest charge, Arraignment charge Description: Forcible Touching	
PL 240.26 01	Violation, 3 counts, Not an arrest charge, Arraignment charge Description: Harassment 2nd- Phy Contact	

Sex  
Offender.EXHIBIT  
"C"  
1 OF 2

PL 130.52 00	<b>A Misdemeanor, 2 counts, Not an arrest charge, Not an arraignment charge</b> Description: <i>Forcible Touching</i> Indictment Count: 15 Date Added: 12/21/2011
PL 130.65 01 **TOP CHARGE**	<b>D Felony, 1 count, Arrest charge, Arraignment charge</b> Description: <i>Sx Abs:cntct-frcbl Cmplsn</i> Indictment Count: 1
PL 130.52 00	<b>A Misdemeanor, 2 counts, Not an arrest charge, Not an arraignment charge</b> Description: <i>Forcible Touching</i> Indictment Count: 14 Date Added: 12/21/2011
PL 130.65 01	<b>D Felony, 2 counts, Not an arrest charge, Arraignment charge</b> Description: <i>Sx Abs:cntct-frcbl Cmplsn</i> Indictment Count: 3
PL 130.55 00	<b>B Misdemeanor, 2 counts, Not an arrest charge, Not an arraignment charge</b> Description: <i>Sexual Abuse 3rd</i> Indictment Count: 9 Date Added: 12/21/2011
PL 135.05 00	<b>A Misdemeanor, 1 count, Not an arrest charge, Not an arraignment charge</b> Description: <i>Unlawful Imprisonment 2nd</i> Indictment Count: 19 Date Added: 12/21/2011
PL 130.65 01	<b>D Felony, 2 counts, Not an arrest charge, Arraignment charge</b> Description: <i>Sx Abs:cntct-frcbl Cmplsn</i> Indictment Count: 2
PL 130.55 00	<b>B Misdemeanor, 3 counts, Not an arrest charge, Arraignment charge</b> Description: <i>Sexual Abuse 3rd</i> Indictment Count: 8
PL 240.26 01	<b>Violation, 4 counts, Not an arrest charge, Not an arraignment charge</b> Description: <i>Harassment 2nd- Phy Contact</i> Indictment Count: 20 Date Added: 12/21/2011

2 OF 2

# EXHIBIT “D”

**POWER OF ATTORNEY** POWER NO. \*\*\*T300-50306503\*\*\*

POWER AMOUNT: \*\*\* 300,000 \*\*\*

This Power of Attorney is granted pursuant to Article V of the By-Laws of THE NORTH RIVER INSURANCE COMPANY as now in full force and effect. Article V, Execution of Instruments - The Chairman of the Board, President, or any Vice-President, in conjunction with the Secretary, or any Secretary, if more than one shall be appointed by the Board, or an Assistant Secretary, shall have power on behalf of the Corporation (a) to execute, with the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, underwrites, recognizances, powers of attorney or evocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfaction and agency agreements (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

This power of Attorney is for use with Debt Bonds only. Not valid if used in connection with Federal Bonds or Immigration Bonds. This power void if altered or erased, void if used with other powers of this company or in combination with powers from any other surety company, void if used to furnish bail in excess of the stated face amount of this power, and can only be used once.

The obligation of the company shall not exceed the sum of **THREE HUNDRED THOUSAND DOLLARS** and provided this Power-of-Attorney is filed with the bond and retained as a part of the court records. The said Attorney-in-Fact is hereby authorized to insert in this Power-of-Attorney the name of the person on whose behalf this bond was given.

IN WITNESS WHEREOF, THE NORTH RIVER INSURANCE COMPANY has caused these presents to be signed by its duly authorized officer proper for the purpose and its corporate seal to be hereunto affixed this 8 of DECEMBER, 2011

Bond Amount: 100,000 - C100K

Defendant: RAMON LOPEZ

Charges: 13965, 103.55, 135.05, 130.50, 2nd

Court: KLCCLAP IF

Case No. 2011 KN 095624

City: Brooklyn State: NY

If rewrite, Original No. \_\_\_\_\_

Executing agent: EUGENE T. GUILLIANO

George Zouvelos  
NY BAIL BORDSMAN  
75 Smith St. Brooklyn, NY 11201

By: Robert Crawford  
Robert Crawford  
Vice President

01/01/2012

VOID IF NOT ISSUED BY

FOR STATE USE ONLY  
NOT VALID IF USED IN FEDERAL COURT

COPY FOR COURT

True copy of  
Court Certified  
COPY'S OF Documents.

Exhibit

D  
10F4

# THE PEOPLE OF THE STATE OF NEW YORK-

*[Against]*  
**RAMON LOPEZ**  
 (STATE OF NEW YORK  
 COUNTY OF KINGS)

**BAIL AFFIDAVIT:** NY CPL Sect. 520.20-4  
 100% Collateralized By NY Insurance Company Bail Bond  
 DOCKET: #2011KN095624  
 NYSID: #09413740J BOND AMOUNT: \$100,000.00

A New York State Licensed Professional Bail Bondsman for the North River Insurance Company being duly affirmed deposes and says that his primary place of business is at 75 Smith Street, Brooklyn, New York, 11201 Kings County, and that he is an Attorney-in-Fact of the North River Insurance Company; a licensed NY State Insurance Company to perform bail bonds, the surety on the bail bond of the defendant only in the above entitled action Docket/Indictment for purposes of this Affidavit.

The total cash deposited to the surety is \$10,000.00 CASH & \$6260.00 is the New York State statutory premium the agent is only required to keep. (Non-statutory terms, conditions & additional vendor invoicing apply)

Additional collateral received: Certificate of Title Inmate #X35 2008 TID# JNRA08W36X201818; Trade-In/Sell Value of \$22,000.00.

INDEMNITOR to DEFENDANT: Brother- David Lopez (Sales Account Manager) - 917 Glenmore Avenue, Brooklyn, NY 11208 Apt1

INDEMNITOR to DEFENDANT: Father- Ramon Lopez (Retired) - 223 Knickerbocker Avenue, Brooklyn, NY 11237

INDEMNITOR to DEFENDANT: Cousin- Anselmo Carter (Accountant) - 649 Knickerbocker Avenue, Brooklyn, NY 11237 Apt1

INDEMNITOR to DEFENDANT: Sister-in-Law- Jafrely Sanchez (Medical Assistant) - 1816 George Street, Ridgewood NY 11385 Apt3R

That said surety, has been promised - from each person(s); \$100,000.00 US CASH plus expenses, collections and attorney fees.

1. Confession of Judgment(s) (4) minimum full bail value \$100,000.00 plus expenses, collections and attorney fees

2. Promissory Notes (4) minimum full bail value: \$100,000.00 plus expenses, collections and attorney fees.

3. This Bond is 100% promised to be paid by a licensed NY Insurance Company for the full bail value.

4. Terms & conditions of this appearance only bond include the following and are hereby ordered: Defendant must comply with any and all court orders and instructions. Defendant must physically appear and report a minimum of once a week as directed to the offices as designated by the bondsman and the surety contract after each and every court date until the bail is exonerated and the appropriate paper work disposition letter typed. With original court raised sealed of county holding jurisdiction is deposited in person with original statutory collateral receipt to the bail agent / liability holder at 75 Smith Street Brooklyn, NY 11201. Defendant cannot leave the New York State jurisdiction and is confined to the county of his/her residence as stated on the bail application. Defendant must adhere to any and all geographical restrictions placed by the court and or the bondsman. Defendant must not be rearrested; any V.O.P. or have immigration issues, warrants etc. or any other detainment not previously disclosed to the bail agent in writing. Defendant must fully comply with all private contractual terms agreed upon by indemnitor(s) and liability holders. Defendant is released into the sole custody of the bondsman and must at all times fully comply and be immediately forthcoming with any change of any and all information provided and all contact with law enforcement or civil entity. Bondsman can never guarantee the actual release of a defendant from civil custody as it is only a Judge of the State of New York who can do so. Bondsman is not responsible for to attend any NY CPL 520.30 surety hearings based on the payment of the premium that are exclusively between the defendant and the court. Any and all New York State statutory premiums or any fees collected are never refundable. This bond has a contractual term and conditions previously agreed upon by all parties not to exceed one year from issue as per the bail agent and or liability holders discretion. Bondsman maintains his exclusive right to surrender & revoke bond at any time. Surety shall not be held liable by the court if the defendant is unable to appear for court appearances while in civil control and custody, institutionalized, pending deportation or because of deportation. Returns of collateral if due are processed at the bail agent, private contract and or bond liability discretion and only after 120 business days and the statutory time limit for filing forfeiture and entering judgment by each respective NY County.

An agreement in writing and confession of judgment(s) duly signed, whereby they have contracted and agree with the said surety to indemnify the said surety against any loss under said bail bond. That the said surety has not nor has any other person, firm or corporation on its behalf; either directly or indirectly, received nor has been promised any money or other property or thing of value or consideration, nor any security, indemnity or guaranty of any kind whatsoever except as herein set forth, less expenses and except that the agent has executed a general indemnity agreement and deposited general collateral for the benefit of the surety only that the amount herein set forth as the consideration or compensation received, promised or agreed to be corporation, in writing or otherwise, as the consideration or compensation herein or for any other purpose whatsoever. No previous application for this bail has been made to anyone that is known to the surety and denied for the any reasons known and except for such application no previous application was made by the above title Attorney-in-Fact. The insurance Company Bond is valid until revoked by the said Bondsman/Surety or exonerated or revoked by the court and or as agreed upon by the indemnitor(s). Each of the foregoing statements are made by deponent to induce the court to accept the said surety on the bail bond of the defendant herein, and deponent knows of his own or his agencies knowledge, as provided to them by indemnitor(s) and or defendant that under penalty of criminal, civil penalties, collateral garnishment and bond revocation that each of the foregoing statements given here in the surety contract are true, accurate and complete.

Affirmed before me this 8th day of December 2011

X  
 Hon. Judge of the Kings County Criminal Court

BONDSMAN ON APPROVED LIST

100% PROMISED TO PAY BY  
 NEW YORK STATE INSURANCE  
 COMPANY BOND-POSTED BY

Eugene T. Guiliano  
 Bail Bond Agent  
 Lic.# BB-947545  
 81 Baxter St.  
 New York, N.Y. 10013

## -Undertaking to Answer -

(Includes the terms and conditions of this undertaking to answer defendant release on bond as made with the court by the surety regarding same as listed herein)

**RAMON LOPEZ**

(STATE OF NEW YORK  
COUNTY OF KINGS)

**N.Y.S.I.D. # 09413740J**

**Bond Amount: \$100,000.00**

**Docket: # 2011KN095624**

An order having been made on the 5th day of December, 2011 in the Kings County Criminal that the criminal defendant Ramon Lopez answer upon the charge(s) of NY PL CHARGES PL 130.45 01, 130.55 00, 130.55 01, 130.52 00, 240.26 01, 130.65 01, 130.55 00, 240.26 01, 130.55 00, 130.52 00, 240.26 01, 130.55 00, 130.55 01, 130.52 00, 130.65 01 for only a bail bond in the sum of (\$100,000.00) One Thousand Dollars. That for this appearance only bond all are hereby given full notice that the criminal defendant will be released into the sole custody of his bail (liable agent), and that all indemnitor(s) and the criminal defendant are bound by private contracts containing the private contractual terms and conditions as agreed to and signed by them as maintained by the liable agent (George Zouvelos) hereby known as "liable agent" for this appearance only criminal defendant undertaking. (1.) That this Undertaking to Answer hereby known as (undertaking) executed by the surety and for the purposes of providing the court and the People of the State of New York full understanding of the sureties wishes by clearly expressing the terms and conditions in connection with the sureties obligation(s) to pay the People of the State of New York for this Undertaking to Answer are prescribed herein and they are only as follows: (a) We attest that the liable bail bond agent is presently licensed conducting a bail business at a New York location, one of which is located at 75 Smith Street in the County of Kings New York 11201, that the liable agent is presently an agent of the insurance company, and the insurance company for purposes of this Undertaking to Answer is the North River Insurance Company, a corporation under authority of the Laws of the State of New York all of which are jointly called the "surety". That the posting agent is not necessary the liable agent and may be otherwise acting as insurance company and or liable agent surrogate for posting the bail bond as permitted by law. (2.) That the surety hereby jointly and severally undertake that the above named criminal defendant shall appear and answer for only the charge(s) and for only the above listed docket or indictment brought against the criminal defendant at the time of this undertaking, justifying affidavit and power of attorney were duly signed and filed only, and only within the jurisdiction that the criminal defendant may be prosecuted in. That the surety undertakes jointly and severally that the above named criminal defendant shall appear, shall render him/herself in execution thereof and the surety promises to do so and maintain liability and custody of the defendant only up until the time any one or more of the following occurs as listed herein. That the surety hereby fully surrenders the defendant to the court custody, bail is request to be exonerated and sureties liability forthwith terminated by the court for any of the following: (a) that as a matter of law at the end of a case whether the defendant was prosecuted or not, the surety hereby de facto surrenders the defendant to the court, bail is to be exonerated and sureties liability is forthwith terminated by the court (b) or when this case is dismissed and or sealed (c) or when the criminal defendant is (as per NY CPL 530.80) surrendered by the surety or surrendered by the authorized agents of the surety to the court or jail before or after a bail bond forfeiture was ordered as prescribed by law (d) or when the court remands the defendant for any reason whatsoever including for an arrest, contempt, warrant, probation, parole, mental health, immigration conditions and or holds etc. (e) or when the court finds a verdict of guilty (f) or when the criminal defendant is adjudged guilty by the court either by bench trial or found guilty by a jury (g) or when the criminal defendant is sentenced guilty (h) or when a criminal defendant enters a plea of guilty to any of the charges or counts (h) or when the criminal defendant is ordered to pay a fine by the court (i) or when the criminal defendant is ordered by the court to pay any restitution of any type (j) or when and if the criminal defendant surrenders himself to the court. (3.) Be it known that this insurance company bail bond and Justifying Affidavit and Undertaking to Answer promise to pay are also only valid up until any one of the circumstances as stated above occur at which time the surety will be fully exonerated from any and all liability previously agreed and the criminal defendant is thereupon transported or transferred into the custody of the law and or court, left upon the sole discretion of said law and or court, but no longer will the surety(s) hold any financial liability or custody. (a) that the bail bond can be revoked by the liable agent for any reason (as per NY CPL 530.80) and or at the sole discretion of the liable agent by written command authorizing his designee(s) to do so as contractually agreed upon by indemnitor(s) in the bail agent's private bail contract maintained by the liable agent governed under New York Civil contract laws (b) or when the bail bond is exonerated by the court as stated above. The defendant's next appearance date as listed by the court is: December 09, 2011 in the Kings County Supreme Court Part AP1E. (4.) At no time does the liable agent and or surety, as surety(s) grant any authority or permission to the criminal defendant, indemnitor, legal counsel, the court or anyone to grant the criminal defendant any leave whatsoever while the liable agent is assuming liability and requests the court forthwith fully exonerate the bail bond if any of the above instance(s) as found in section two and three of this Undertaking should occur. Whereby after any of the condition(s) stated above should occur the surety and the court will thereby consider the defendant surrendered from the sole custody of the liable agent into the custody of the law and or court, whereby the surety requests that the bail bond be duly exonerated and liability be forthwith terminated without prejudice of any kind to the surety(s). (b) Once a bail bond has been discharged and or bail bond has been exonerated by the court, the surety does not give any authority to anyone besides itself and only by written authority given by the liable agent to request its reinstatement at his sole discretion and in consideration of new statutory premium plus costs (5.) In addition, the surety shall not be held financial liable to the People of the State of New York if death becomes the defendant, and or the criminal defendant is in civil custody of any type, and or has been deported, institutionalized, or a judge exonerated the bail even after it had been forfeited. If the criminal defendant fails to appear before the court as instructed, unless any single one of the former condition(s) listed herein comes into play, the surety then agrees to pay to the People of the State of New York the sum bail bond amount as was posted for.

On the 8th day of December in the year of 2011, before me personally came a New York State Professional Bail Bondsman who being duly affirmed did depose and say that he is an Attorney-in-Fact of the North River Insurance Company. The Bondsman knows the corporate seal of said corporation and that it was so affixed by order of the Board of Directors and has signed his name thereto as Attorney-in-Fact by like order. The North River Insurance Company is a corporation organized, existing, and engaged in business as a surety company by virtue of the Laws of the State of New York and authorized to conduct business in the state of New York and has complied with all requirements of said laws applicable to said company and is duly qualified to act as surety under the Laws of the State of New York. The North River Insurance Company is worth more than \$1,000,000.00 exclusive of property, exempt from execution, over and above the amount of all its debt, liabilities, and encumbrances. Said property consists of cash, municipal bonds, U.S. Government and other bonds and stocks which are lawful investment for said company.

(STATE OF NEW YORK  
COUNTY OF KINGS)

Affirmed before me on this  
8th day of December 2011

VX

Hon. Judge of the Kings County Criminal Court

In absence of the defendant (I.S.)

The North River Insurance Company

*Eugene T. Guilliano*

Eugene T. Guilliano

Bail Bond Agent

Lic.# BB-947545

81 Baxter St.

New York, N.Y. 10013

100% PROMISED TO PAY BY  
NEW YORK STATE INSURANCE  
COMPANY BOND-POSTED BY

NY Bail Bondsman  
78 Smith St Brooklyn, NY 11201

Docket No 2011KN095624

"DISCHARGE ON GIVING BAIL"

**CRIMINAL COURT OF THE CITY OF NEW YORK**

Part API-F, County of KINGS

To the COMMISSIONER OF CORRECTION of the City of New York:

LOPEZ, RAMON

who is detained by you on a Commitment to answer a charge for the crime of 130.65(1), 130.52, 135.05

130.55, 240.26(1) having given sufficient bail to answer the same, you are  
commanded forthwith to DISCHARGE the above named defendant from your custody. AP J.F.

Dated, 12-8-2011

JUDGE M. GREEN  
CLERK B. RAYIN

Judge.

CRC 147 (10/00)

EXHIBIT  
D  
4-OF-4

# EXHIBIT “E”

**PRIVATE AGREEMENT / PRIVATE CONTRACT / PROFESSIONAL SERVICES CONTRACT /  
TINING CONTRACT FOR: BAIL RELATED CONSULTING, RESEARCH, BOND POSTING VIABILITY,  
TINING (APPEARANCE BAIL BOND TO MAINTAIN THE PRESUMPTION OF INNOCENCE ONLY),  
CONTRACTUAL COMPLIANCE, HOLD HARMLESS, BINDING ARBITRATION, INFORMATION  
GATHERING, RECORDING, SALE & OTHER CONTRACTUAL WAIVERS & NOTICES.**

This Private Contract / Agreement is Either For Pretrial Release Bail Consulting, and or the Posting of Bail and or the Attempt to Post Bail and or Surety & or Vendor Bail Professional Services Consulting, and or Bail Enforcement and or Bail Revocation Services and the full waiver of confidentiality and exclusive rights granted to 'BB' for any and all information, material or recording gathered herein or in the future related to this contract BETWEEN David Lopez Zouvelos, Attorney and or BAIL CONSULTANT(s) and or George Zouvelos Company (HEREINAFTER Known As "BB") and INDEMNITORS/DEFENDANT (HEREINAFTER "I", "WE", "You", "Us", "He", "She"), THIRD PARTY CONTRACT BILLABLE ENTITIES (HEREINAFTER Known As "VENDOR(S)") Contractor and Bondsman George Zouvelos, 75 Smith Street Brooklyn, New York 11201 and 81 Baxter Street, New York, NY 10013 Tel: (212) 608-6200 - 747 722-1129

DATE: 12/7/11 POWER NUMBER: TPD BOND AMOUNT: \$100,000 COLLATERAL: \$100,000 AMNT: 6.75% AGENT & SUBCONSULTANT: George Zouvelos DEFEND NAME: Ramon Lopez FEE: \$1,500

Each person signing and agreeing to all the terms and conditions of this contract must fully read and agree to all the terms and conditions, comprehend, understand and indicate same by placing their initials on each and every line of each paragraph they have fully read, understood and agree to prior to any funds or collateral being deposited. If you do not agree or understand or you and or the defendant (person in jail) cannot follow through with all that you will promise in this contract, STOP, and do not sign any paragraph or this agreement. If you and the defendant cannot follow the rules or do not or cannot understand any of this contract if you sign it you can and will lose all your money and may owe the bondsman, liability holder, the courts, lawyers, collection agencies and others a lot of money. So Please Read Carefully, Take Your Time And Sign Only What You Understand, Agree and Promise That Indemnitor(s)/ Signors / Guarantors and the Defendant Can and Will do Relating to The Terms and Conditions of this private contract. You will be held fully responsible for every term and conditions contained herein as it applies.

**BINDING ARBITRATION CLAUSE & NOTICE(s):** 'I' / 'We' Understand and Agree that This is a Private Contractual Agreement Enforceable Only Under New York Civil Contract Law And Further Understand and Agree That 'We' Can Only Seek Remedy To and For Any and ALL of 'Our' Dispute(s) or Disagreement(s) That May Arise From This Contractual Agreement Only By Utilizing Binding Arbitration Administered By The American Arbitration Association to Take Place in the County of Queens in the State of New York and at Our Own Expense. By Signing This Document and Agreement 'We' Understand and Agree That in Times Where 'We' Should Have Any Dispute(s) That May Arise From This Agreement 'We' Agree That 'I/We' will Negotiate Privately, Confidentially, in Good Faith With 'BB' Recognizing the Interest of 'BB' and in a peaceful attempt to Reach a Satisfactory Solution Within 14 Days of Written Notice of Such Dispute to 'BB' (Via US Postal Service Return Receipt Requested). 'We' Further Agree That If Such Solution is Not met With 'BB' Within 14 Days then Upon 5 Days thereafter 'We' Will Serve 'BB' With Written Notice (Via US Postal Service Return Receipt Requested). 'We' Agree that 'We' Will Seek Any & All Remedy(s) at 'Our' own non reimbursable expense, for Any of 'Our' dispute(s), claim(s), question(s), grievances, differences that will finally be settled Final and Full, At My/Our Own Cost and expense by ONLY Utilizing Binding Arbitration Administered By the American Arbitration Association, to take place in Queens County of the State of New York that I/we must initiate. 'We' Further Agree that Any and All Information Will Not Be Discussed With Any Third Party, and or Media, and or Government and or Regulatory Agency and or Authority (Separate From Confidentiality With 'Our' Own Privately Retained Attorney If any) Until the Arbitrators Decision is in Writing and is Final and no complaint will be made of any type to any person or entity only until such time I/We should prevail in full at such arbitration decision. We also understand and agree that the Arbitration Clause contain here and in the private contracts we will sign and agree to are utilized by 'BB' to avoid frivolous lawsuits being filed against any individual, vendor and or company. We understand and agree that 'BB' can seek remedy in a civil forum at any time if they so choose to do so at their own discretion to recover damages and all types of losses arising from this agreement and private contract and or for related circumstances separate and apart from the Binding Arbitration Clause contain herein. Additional Important Notices: Please Note that The New York State Statutory Premium For Posting Bail is Set By New York State Insurance Law And Regulations And is Not And Can Not Be Negotiable or Negotiated. This Agreement and the Contract Terms and Conditions Contained Herein Are Not Negotiable So Please Take Your Time And Read Your Contract Carefully And Make Sure You Understand Your And the Defendants Responsibilities Clearly. If A Bond is Not Successfully Posted the Terms And Conditions Regarding Responsibilities, Compensation, Costs & Vendors Contained Herein Not Covered Under the New York Insurance Law & Regulations Apply. You Are Bound Financially By Contract Until All The Conditions Contained Herein Are Fully Met. Statutory Premium is For The Assumption of Liability Once Bond is Posted/Signed By a Judge. Release Of A Defendant From Custody is Never Guaranteed By 'BB' As Only a Judge of The State Of New York Can Have a Defendant Released From Jail. Detainers May Exist Such As A Warrant of Bail Hearing That Are Placed On A Defendant That Are Beyond 'BB' Control & Are The Sole Responsibility of Defendant & His Attorney and Not 'BB'. At Any Time If You Do Not Understand, Stop. Please Note That No Promises, Exceptions or Conditions Besides the Ones Made in This Agreement Can Be Made By Anyone At Any Time. Collateral Returns Can Take from thirty to one hundred twenty business days to return (barring any acts of God or Personal 'BB' Tragedy, once 'BB' receives the required documentation, is able to verify same and can satisfy himself from the court and the original receipt given. This contract are the only notifications you can expect to receive and that No further Notifications of calls of any type can be expected indemnitors or defendant(s) for any updates or notifications of any type etc.

Print Name: David Lopez Print Name: Jaqueline Sanchez Print Name: Ramon Lopez  
X [Signature] X [Signature] X [Signature]  
Date: 12-7-11 Date: 12-7-11 Date: 12-9-11  
Print Name: Ramon Lopez Print Name: Ana Maria Carter Print Name: \_\_\_\_\_  
X [Signature] X [Signature] X \_\_\_\_\_  
Date: 12-7-11 Date: 12/2/11 Date: 12/2/11

**CONSULTING SERVICES** 1. Date of Initial Bail Conf Request?: 1/1/14 2. Consulting services requested from Insurance Comp. 3. Alleged Amount(s) of Bail(s) \$ 4. Premium Charge \$ 5. Collateral Cash: \$ 6. Received: \$ 7. Due by: \$ 8. Are Credit Terms Extended?: ( ) Yes or No ( ) 9. Was Interest Agreed to & Charged?: ( ) Yes or No ( ) 10. What Percentage Rate Did Depositor Agree to?: % per with a term. 11. What Vendor Is Extending Credit to Service Requester? 12. Was a Bond Written?: ( ) Yes or No ( ) 13. Was a Bond Posted?: ( ) Yes or No ( ) 17. Bond Power # No.: 18. Was a Bond Rewritten?: 19. How Many Attempts to Post?: 20. Any Balance?: \$ 21. Was Bail Info & All-Info Provided By Requestors Verified & Accurate: ( ) Yes or No ( ) 22. By Whom? 24. Initials: 25. Date: 26. Time: 27. Does the Defendant Have a Privately Retained Attorney: ( ) Yes or No ( ) 28. Who: 29. Tel: #

**B) THE DEFENDANT:** 1. Defendant's Booking Name: RAMON LOPEZ 2. True Name: RAMON LOPEZ 3. Was The Defendant Born In The United States of America: ( ) Yes or No ( ) 4. If Yes Where Was The Defendant Born: BROOKLYN (IF BORN IN USA SKIP TO #14) 5. If NOT Where Was The Defendant Born?: N/A 5a. When did the Defendant First Enter into The USA: 5c. From Where: N/A 6. Is the Defendant A Naturalized Citizen Now: ( ) Yes or No ( ) 7. Does The Defendant Have A Resident Alien Card That Is Valid: ( ) Yes or No ( ) 8. Does The Defendant Have A Valid Green Card?: ( ) Yes or No ( ) 9. Does The Defendant Have Valid Current Visa To Be In The USA?: ( ) Yes or No ( ) 10. Will the Defendant Travel Documents or Right to Stay in the United States Expire within the next 60 Months: ( ) Yes or No ( ) 11. If Yes When: N/A 12. Does Defendant Have A Warrant?: ( ) Yes or No ( ) 13. If Yes Where?: N/A 14. Has The Defendant Ever Warrant?: N/A 15. Has The Defendant Ever Forfeited Bail: NO 16. If Yes 17. Where: N/A 18. For Whom: N/A 19. What State: N/A 20. What County: N/A 21. How Much Was Forfeited Bail: N/A 22. Was It Cash or by Bond: N/A 23. Who Posted That Bail?: N/A 24. What Is That Person's Name?: N/A 25. What Is That Person's Tel. #: N/A 26. Has The Defendant Ever Warrant or Forfeited Any Other Bail?: NO 27. Def. Street Address: 28. Home Street Address: 223 KNICKERBOCKER AVE. BKLYN NY 11237 29. Apt#: 2L 30. City & State: NEW YORK 31. How Long There: 15 YEARS 32. Defendants Home Phone: N/A 33. Defendants Cell Phone #: 718-612-4679 34. Defendants D.O.B.: 9-18-79 35. Sex: M 36. Race: Hispanic 37. Height: 6'1 38. Weight: 210 39. Hair: BLK 40. Eye Color: BRO 41. Does He/She Wear Glasses or Contacts: ( ) Yes or No ( ) 42. What Type of Moustache or Facial Hair: BEARD 43. Defendants I.D. Marks (scars, tattoos, moles etc. List All): N/A 44. Def. Birthplace Country/City/State?: BKLYN NY 45. Defendants S.S.#: N/A 46. Drivers Lic. #: N/A 47. State of Issue: N/A 48. Passport#: N/A 49. Country of Issue: N/A 50. Does The Defendant Have More Than One Passport From Any Country?: ( ) Yes or No ( ) 51. What Country: N/A 52. Passport #: N/A 53. Is This Passport Still Valid?: ( ) Yes or No ( ) 54. Date of Defendant Arrest(s): 12-4-11 55. Where Now Being Detained / Held: ORCC 56. Being Charged With?: 130.65 FD Open Case #s: 2011KN095624 57. Jail Booking Case # etc.: 141115890 58. Date to Appear: 12-9-11 59. Time: 9:30 60. Court Part: Grand Jur 61. Judicial Dist.: 62. Div. or Department: 63. County: KINGS 64. Def. Former Address(es): N/A 65. Apartment: N/A 66. City and State: N/A 67. How Long There: N/A 68. Employer(s) Name(s): N/A 69. Employer(s) Address(es): N/A 70. Employers Phone#: N/A 71. Def. Occupation: N/A 72. Monthly Income: N/A 73. Yearly Income: N/A 74. Supervisors Name: N/A 75. How Long Employed There: N/A 76. Defendants Any Previous Arrest ( ) Yes or No ( ) 77. Criminal Charges: N/A 78. Court: N/A 79. County: N/A 80. Dates of Arrests m/d/yr: N/A 81. Disposition of cases: Open ( ) or Closed ( ) or Other ( ) N/A 82. Any Previous Bails: NO 83. Bailed By Whom?: N/A 84. Amount of Bail(s) \$ N/A 85. Defendant Ever Forfeited Any Bail(s)?: ( ) Yes or No ( ) 86. When: N/A 87. Why?: N/A 88. Is Def. On Probation Now? ( ) Yes or No ( ) 89. Where: N/A 90. Who is The Probation Officer: N/A 91. Probation Officer Phone #: N/A 92. How Long on Probation?: N/A 93. Is Def. Out On Parole Now?: ( ) Yes or No ( ) 94. Was Def. Ever On Parole?: NO 95. When?: N/A 96. How Long On Parole: N/A 96a. Defendant ever violate Parole or Was Violated by Parole: ( ) Yes or No ( ) 97. Was Def. Ever In Jail? NO 98. Where in Jail?: N/A 99. How Long Was Defendant In Jail: N/A 100. Does The Defendant Drive: ( ) Yes or No ( ) 101. Does The Defendant Own a Vehicle: ( ) Yes or No ( ) 102. Vehicle Make: SUBURB 103. Model: N/A 104. Year: 2007 105. Color: BLACK 106. License #: N/A 107. License State of Issue: NY 108. Plate #: N/A 109. Does Defendant Have Any Children / Step Children: ( ) Yes or No ( ) 110. How Many Children: 1 111. What Are Children (s) Name(s) & Age(s): AVA LOPEZ 2 YEARS OLD 112. Who Are the Mothers of Each Child: N/A 113. Does The Defendant Have Contact With Children: ( ) Yes or No ( ) 114. Does The Defendant Pay Court Ordered Child Support: ( ) Yes or No ( ) 115. If Yes How Much: N/A 116. Is the Defendant Current W/Child Support Payments: ( ) Yes or No ( ) 117. Does The Defendant Own Real Estate Or Property ( ) Yes or No ( ) 118. Real Estate Description: N/A 119. RE Market Value: N/A 120. Mortgage: N/A 121. Mortg. Bank?: N/A 122. Any Home Equity Loans: ( ) Yes or No ( ) 123. For How Much: \$ N/A

### C) SPOUSE / SIGNIFICANT OTHER / Etc. PEDIGREE

1. Spouse: 2. Address: 3. City & State: 4. Home Phone: 5. Spouse's Cell Phone: 6. D.O.B: 7. S.S.#: 8. Spouse's Employer: 9. Address: 10. City & State: 11. Home Phone: 12. Cell Phone: 13. Email: 14. Address: 15. Spouse Has a Vehicle: 16. Vehicle Type: 17. Make: 18. 19. Model: 20. Year: 21. Color: 22. License #: 23. Children Names & Ages: 24. Which Children In Common With Defendant: 25. Does The Spouse Pay Court Ordered Child Support: ( ) Yes or No ( ) 26. If Yes How Much: 27. Is the Spouse Current with Child Support Payments: ( ) Yes or No ( ) 28. Is The Spouse Out On Bail?: 29. Is Spouse Accused of Any Crime?: 30. Is Spouse Under Investigation For Anything: 31. Spouse Ever Forfeited a Bail?: 32. Ever Posted Bail That Forfeited: 33. If Yes For Whom: 34. Has The Spouse Ever Posted Bail: ( ) Yes or No ( ) 35. Is That Bail Still Active: ( ) Yes or No ( ) 36. For Whom: 37. For How Much: \$

IND + A STATES NONE

Print)

Address Phone No. Cell Phone Relationship

1.				Father
2.				Mother
3.				Bro. / Sist.
4.				Bro. / Sist.
5.				Other Family
6.				Other Family
7.				Friend
8.				Friend
9.				Friend
10.				Friend
11.				Friend
12.				Friend
13.				Friend

**E #1 INDEMNITOR NAME:** 1. DAVID LOPEZ 2. Home Phone: 917-595-0227 3. Cell Phone: 917-595-0227 4. Relationship To Defendant: BROTHER 5. How Long Do You Know The Defendant & How: 32 years 6. Indm. Address: 917 Glenmore Ave. 7. Apt. #: 1FL 8. City, State, Zip: BKLYN NY 11209 9. Social Security #: 975-66-8706 10. D.O.B.: 8-3-48 11. D.O.B.: 2-5-82 12. Relation to DEF: BROTHER 13. Employer(s) Name: Hill Inc. 14. Do You Have another Job source of Income?: ( ) Yes or No ( ) Yes Who, What, Where: N/A 15. How Long There: 5 years 16. Is This Indemnitor Legally Married or By common Law Married: ( ) Yes or No ( ) Yes Where: N/A 17. Spouse Name: N/A 18. Spouse's Employer: N/A 19. Address: N/A 20. Occupation: N/A 21. How Long: N/A 22. Vehicle Make: Infiniti 23. Model: FX35 24. Year: 2006 25. Was The Indemnitor Born In The USA?: ( ) Yes or No ( ) Yes Where Was The Indemnitor Born?: BROOKLYN 26. Is The Indemnitor A Naturalized Citizen Now?: ( ) Yes or No ( ) Yes Where: N/A 27. If Not Where Was The Indemnitor Born?: N/A 28. Does The Indemnitor Have A Resident Alien Card That Is Valid: ( ) Yes or No ( ) Yes Where: N/A 29. Does The Indemnitor Have A Valid Green Card: ( ) Yes or No ( ) Yes Where: N/A 30. Does The Indemnitor Have A Valid Current Visa To Be In The USA?: ( ) Yes or No ( ) Yes Where: N/A 31. Does The Indemnitor Have A Valid Current Visa To Be In The USA?: ( ) Yes or No ( ) Yes Where: N/A 32. Will The Indemnitor Travel Documents or Right to Stay in the USA Expire within the next 60 Months: ( ) Yes or No ( ) Yes Where: N/A 33. Does Indemnitor Have A Warrant?: ( ) Yes or No ( ) Yes Where: N/A 34. Does Indemnitor Have A Warrant?: ( ) Yes or No ( ) Yes Where: N/A 35. Is the Indemnitor the Complaining Witness Voluntarily or Involuntarily on Any Matter Regarding This Defendant: ( ) Yes or No ( ) Yes Where: N/A 36. Has the Indemnitor Ever Forfeited Bail: ( ) Yes or No ( ) Yes Where: N/A 37. Has the Indemnitor Ever Forfeited Bail: ( ) Yes or No ( ) Yes Where: N/A 38. Is the Indemnitor Being Compensated In Any Way For Posting Bail / Seeking Bail Consulting Directly / Indirectly By The Defendant Now or In the Future: ( ) Yes or No ( ) Yes Where: N/A 39. How Much?: N/A 40. When Will You Be Paid: N/A 41. Which Children in Common With Defendant: N/A 42. Does The Indemnitor Pay Court Ordered Child Support: ( ) Yes or No ( ) Yes How Much: N/A 43. Is the Indemnitor Current with Child Support Payments: ( ) Yes or No ( ) Yes Where: N/A 44. Is The Indemnitor Out On Bail?: ( ) Yes or No ( ) Yes Where: N/A 45. Is The Indemnitor Accused of Any Crime?: ( ) Yes or No ( ) Yes Where: N/A 46. The Indemnitor Under Investigation For Anything: ( ) Yes or No ( ) Yes Where: N/A 47. Indemnitor Ever Forfeited A Bail?: ( ) Yes or No ( ) Yes Where: N/A 48. Indemnitor Has Been Party to Any Bail That Forfeited: ( ) Yes or No ( ) Yes Where: N/A 49. Has The Indemnitor Ever Filed For Bankruptcy ( ) Yes or No ( ) Yes When: N/A 50. Is the Indemnitor Planning to file for Bankruptcy in the Next 36 months: ( ) Yes or No ( ) Yes Where: N/A 51. Are They any Judgments Or Law Suits Pending Against The Indemnitor: ( ) Yes or No ( ) Yes Where: N/A 52. For What: N/A 53. For How Much: \$ N/A 54. Does The Indemnitor Own any Real Estate Property / Time share anywhere: ( ) Yes or No ( ) Yes Where: N/A 55. For How Much: \$ N/A 56. How Much is it worth: \$ N/A 57. Any Liens or Mortgages on this property: ( ) Yes or No ( ) Yes Where: N/A 58. For How Much: \$ N/A

**E #2 INDEMNITOR NAME:** 1. RAMON LOPEZ 2. Home Phone: 347-533-6848 3. Cell Phone: 347-533-6848 4. Relationship To Defendant: FATHER 5. How Long Do You Know The Defendant & How: 32 years 6. Indm. Address: 223 KNICKERBOCKER AVE. 7. Apt. #: 2-L 8. City, State, Zip: BKLYN NY 11237 9. Social Security #: 131-58-6653 10. D.O.B.: 4-31-1988 11. D.O.B.: 4-11-53 12. Relation to DEF: FATHER 13. Employer(s) Name: Security Administrator 14. Do You Have another Job source of Income?: ( ) Yes or No ( ) Yes Who, What, Where: N/A 15. How Long There: 7 years 16. Is This Indemnitor Legally Married or By common Law Married: ( ) Yes or No ( ) Yes Where: N/A 17. Spouse Name: N/A 18. Spouse's Employer: N/A 19. Address: N/A 20. Occupation: N/A 21. How Long: N/A 22. Vehicle Make: N/A 23. Model: N/A 24. Year: N/A 25. Was The Indemnitor Born In The USA?: ( ) Yes or No ( ) Yes Where Was The Indemnitor Born?: Dominican Rep. 26. Is The Indemnitor A Naturalized Citizen Now?: ( ) Yes or No ( ) Yes Where: N/A 27. If Not Where Was The Indemnitor Born?: Dominican Rep. 28. Does The Indemnitor Have A Resident Alien Card That Is Valid: ( ) Yes or No ( ) Yes Where: N/A 29. Does The Indemnitor Have A Valid Green Card: ( ) Yes or No ( ) Yes Where: N/A 30. Does The Indemnitor Have A Valid Current Visa To Be In The USA?: ( ) Yes or No ( ) Yes Where: N/A 31. Does The Indemnitor Have A Valid Current Visa To Be In The USA?: ( ) Yes or No ( ) Yes Where: N/A 32. Will The Indemnitor Travel Documents or Right to Stay in the USA Expire within the next 60 Months: ( ) Yes or No ( ) Yes Where: N/A 33. Does Indemnitor Have A Warrant?: ( ) Yes or No ( ) Yes Where: N/A 34. Does Indemnitor Have A Warrant?: ( ) Yes or No ( ) Yes Where: N/A 35. Is the Indemnitor the Complaining Witness Voluntarily or Involuntarily on Any Matter Regarding This Defendant: ( ) Yes or No ( ) Yes Where: N/A 36. Has the Indemnitor Ever Forfeited Bail: ( ) Yes or No ( ) Yes Where: N/A 37. Has the Indemnitor Ever Forfeited Bail: ( ) Yes or No ( ) Yes Where: N/A 38. Is the Indemnitor Being Compensated In Any Way For Posting Bail / Seeking Bail Consulting Directly / Indirectly By The Defendant Now or In the Future: ( ) Yes or No ( ) Yes Where: N/A 39. How Much?: N/A 40. When Will You Be Paid: N/A 41. Which Children in Common With Defendant: N/A 42. Does The Indemnitor Pay Court Ordered Child Support: ( ) Yes or No ( ) Yes How Much: N/A 43. Is the Indemnitor Current with Child Support Payments: ( ) Yes or No ( ) Yes Where: N/A 44. Is The Indemnitor Out On Bail?: ( ) Yes or No ( ) Yes Where: N/A 45. Is The Indemnitor Accused of Any Crime?: ( ) Yes or No ( ) Yes Where: N/A 46. The Indemnitor Under Investigation For Anything: ( ) Yes or No ( ) Yes Where: N/A 47. Indemnitor Ever Forfeited A Bail?: ( ) Yes or No ( ) Yes Where: N/A 48. Indemnitor Has Been Party to Any Bail That Forfeited: ( ) Yes or No ( ) Yes Where: N/A 49. Has The Indemnitor Ever Filed For Bankruptcy ( ) Yes or No ( ) Yes When: N/A 50. Is the Indemnitor Planning to file for Bankruptcy in the Next 36 months: ( ) Yes or No ( ) Yes Where: N/A 51. Are They any Judgments Or Law Suits Pending Against The Indemnitor: ( ) Yes or No ( ) Yes Where: N/A 52. For What: N/A 53. For How Much: \$ N/A 54. Does The Indemnitor Own any Real Estate Property / Time share anywhere: ( ) Yes or No ( ) Yes Where: N/A 55. For How Much: \$ N/A 56. How Much is it worth: \$ N/A 57. Any Liens or Mortgages on this property: ( ) Yes or No ( ) Yes Where: N/A 58. For How Much: \$ N/A

**#3 INDEMNITOR NAME:** 1. Anselmo Carter 2. Home Phone: 718-381-2989 3. Cell Phone: 917-533-4494  
 Relationship To Defendant: Cousin 5. How Long Do You Know The Defendant & How: 20 years 6. Indm.  
 Address: 649 Knickerbocker 7 Apt. # 1FL 8. City, State, Zip: BKLYN NY 11221 9. Social Security #: 058-71-280  
 10. D.L.#: 514 799 963 11. D.O.B.: 5-4-81 12. Relation to DEF: Cousin 13. Employer(s) Name: BETH  
ISRAEL MEDICAL CENTER Employer Address: 131 Ave. NY, NY 10003 Occupation: Accountant How Long There: 3 years  
 14. Do You Have another Job source of income?: ( ) Yes or No ( ) Yes Who, What, Where: N/A 16.  
 Is This Indemnitor Legally Married or By common Law Married: ( ) Yes or No ( ) Yes Spouse Name: N/A 18. Spouse's  
 Employer: N/A 19. Address: N/A 20. Occupation: N/A  
 21. How Long: N/A 22. Vehicle Make: N/A 23. Model: N/A 24. Year: N/A  
 25. Was The Indemnitor Born In The USA?: ( ) Yes or No ( ) Yes If Yes Where Was The Indemnitor Born?: Dominican Rep. 27. If Not  
 Where Was The Indemnitor Born?: Dominican Rep. 28. Is the Indemnitor A Naturalized Citizen Now?: ( ) Yes or No ( ) Yes Does The  
 Indemnitor Have A Resident Alien Card That is Valid: ( ) Yes or No ( ) Yes 30. Does The Indemnitor Have A Valid Green  
 Card: ( ) Yes or No ( ) Yes 31. Does The Indemnitor Have A Valid Current Visa To Be In The USA?: ( ) Yes or No ( ) Yes Will the  
 Indemnitor Travel Documents or Right to Stay in the USA Expire within the next 60 Months: ( ) Yes or No ( ) Yes If Yes When: 1/1 34.  
 Does Indemnitor Have A Warrant?: ( ) Yes or No ( ) Yes If Yes Where: N/A 36. Has The Indemnitor Ever  
 Warrant?: ( ) Yes or No ( ) Yes 37. Is the Indemnitor the Complaining Witness Voluntarily or Involuntarily on Any Matter Regarding This Defendant:  
 ( ) Yes or No ( ) Yes Has the Indemnitor Ever Forfeited Bail: ( ) Yes or No ( ) Yes If Yes Where: N/A 40. Is the Indemnitor Being Compensated  
 In Any Way For Posting Bail / Seeking Bail Consulting Directly / Indirectly By The Defendant Now or in the Future: ( ) Yes or No ( ) Yes If so How  
 Much?: N/A 41A. When Will You Be Paid: N/A 42. Which Children in Common With Defendant:  
N/A 43. Does The Indemnitor Pay Court Ordered Child Support: ( ) Yes or No ( ) Yes How Much: N/A  
 45. Is the Indemnitor Current with Child Support Payments: ( ) Yes or No ( ) Yes 46. Is The Indemnitor Out On Bail?: ( ) Yes or No ( ) Yes Is The  
 Indemnitor Accused of Any Crime?: ( ) Yes or No ( ) Yes 48. The Indemnitor Under Investigation For Anything: ( ) Yes or No ( ) Yes Indemnitor Ever  
 Forfeit a Bail?: ( ) Yes or No ( ) Yes Indemnitor Has Been Party to Any Bail That Forfeit: ( ) Yes or No ( ) Yes If Yes For Who & How Much\$: N/A  
N/A 52. Has The Indemnitor Ever Filed For Bankruptcy ( ) Yes or No ( ) Yes When: N/A 54. Is the  
 Indemnitor Planning to file for Bankruptcy in the Next 36 months: ( ) Yes or No ( ) Yes 55. Are They any Judgments Or Law Suits Pending Against The  
 Indemnitor: ( ) Yes or No ( ) Yes Where: N/A 56. For What: N/A 57. For How Much: \$ N/A  
 58. Does The Indemnitor Own any Real Estate Property / Time share anywhere: ( ) Yes or No ( ) Yes Where: 649 Knickerbocker 7SD, How  
 Much is it worth: \$ 450,000 61. Any Liens or Mortgages on this property: ( ) Yes or No ( ) Yes For How Much: \$ N/A

ALL ORIGINAL DOCUMENTATION MUST BE PRESENTED & PHOTOCOPIED FOR CONTRACT RECORDS AND THEY ARE:

ORIGINAL PHOTO ID, TWO RECENT PAY STUBS, SOCIAL SECURITY CARD, PROOF OF ADDRESS  
 (utility bill, Con Edison, home telephone, cell phone etc.) If the Defendant is not Born In the United States ALL Travel  
 Documents (citizenship, green card, all passport, visa, asylum etc. must be surrendered)

By signing this document and I/we certify that the above statements and all information provided are totally true, correct and fully accurate with no purposeful omissions (We did not leave anything out) of any type been made either to deceive (mislead, or lie etc) or for any other purposes. We further understand and agree that this application for bail consulting and any direct or indirect charges, fees etc. are not governed under New York state Insurance Law and Regulation and are private contracts governed under other New York state laws including, but not limited to New York Civil Contract Law. We further understand and agree that this application for bail consulting, and in cases were a bail bond posting attempted is made it will be duty sworn or affirmed to in a court of law by the Bondsmen and any statement made by anyone contain herein will be utilized for those purposes and for the purposes of verifying and qualifying applicants and defendants for consideration for liability holders. Any person or persons making ANY false, misleading statements will have any and all legal, criminal and civil actions pursued against them and monetary damages will be sought. We understand agree that the information provided to the consultant will be utilized to determine what type of chances if any a bail can be successfully underwritten and or posted utilizing proprietary criteria of the pool of professionals available and being utilized by the contract holder alone. We further understand and agree that this application for bail consulting and or bond posting attempt and I/we hereby authorize George Zouvelos as expert citizen in the field of pretrial bail release acting as lead consultant, and or their designees utilized at their sole discretion to perform complete background checks, contract compliance and credit checks etc. for all parties mentioned and contain herein at their sole discretion and frequency at our (Indemnitor professional services requesters) cost alone. Furthermore I/we authorize a full review and re review at the sole discretion of the consultant, and in cases were bail is attempted to be posted the liability holder(s), to run credit (check), property, character and background history utilizing any and all resources of the liability holder and or Bondsmen's and or his contractors disposal in order to make an accurate determination whether or not the bail should or should not be executed, bond posting attempt made or considered or written. We agree that at anytime should Any or All of the information be false, misleading or change without duty notifying the company by certified mail US Postal Service return receipt requested notice with 24hr notice of any and all changes or prior, the defendant will be returned to jail and any and all collateral will be subject to garnishment to cover the companies hard, soft, out of pocket, reasonable legal or administrative costs and expenses that are or will be incurred by the company and any additional cost I/we will be responsible for same and will be invoiced and I/we will be solely responsible to pay immediately.

X David Lopez PRINT: David Lopez 12-7-11  
 Person Agreeing to Contract and or Indemnitor's Signature (Date)

X Ramon Lopez PRINT: RAMON LOPEZ 12-7-11  
 Person Agreeing to Contract and or Indemnitor's Signature (Date)

X Jeffrey Sanchez PRINT: Jeffrey Sanchez 12-7-11  
 Person Agreeing to Contract and or Indemnitor's Signature (Date)

X Anselmo Carter PRINT: Anselmo Carter 12/7/11  
 Person Agreeing to Contract and or Indemnitor's Signature (Date)

X \_\_\_\_\_ PRINT: \_\_\_\_\_ (Date)  
 Defendants Signature or Person Agreeing to Contract

X \_\_\_\_\_ PRINT: \_\_\_\_\_ (Date)  
 Defendants Signature or Person Agreeing to Contract

ONLY For Office Review:

DEFENDANT OFFSPRING / CHILDREN / SIBLINGS / FAMILY / FRIENDS / OTHERS				
Name (print)	Address	Phone No.	Cell Phone	Relationship
1.				Father
2.				Mother
3.				Bro. / Sist.
4.				Bro. / Sist.
5.				Other Family
6.				Other Family
7.				Friend
8.				Friend
9.				Friend
10.				Friend
11.				Friend
12.				Friend
13.				Friend

**E #1 INDEMNITOR NAME:** 1. JAFREIZY SANCHEZ 2. Home Phone: 718-664-7601 3. Cell Phone: 718-664-782

4. Relationship To Defendant: Brother In-Law 5. How Long Do You Know The Defendant & How: 10 YEARS 6. Indm. Address: 1816 George Street 7. Apt. #: 3R 8. City, State, Zip: Ridgewood NY 11385 9. Social Security #: 097-68-9737

10. D.L.#: 145 148 884 11. D.O.B.: 3-25-84 12. Relation to DEF: Brother In-Law 13. Employer(s) Name: Glendie Medical Associates Employer Address: 74-01 MYRTLE AVE. GLENDALE NY 11355 14. Do You Have another Job source of income?: ( ) Yes or No (X) No 15. If Yes Who, What, Where: N/A 16. How Long There: 10 Months

Is This Indemnitor Legally Married or By common Law Married: ( ) Yes or No (X) No 17. Spouse Name: N/A 18. Spouse's Employer: N/A 19. Address: N/A 20. Occupation: N/A

21. How Long: N/A 22. Vehicle Make: N/A 23. Model: N/A 24. Year: N/A

25. Was The Indemnitor Born In The USA?: (X) Yes or No ( ) No 26. If Yes Where Was The Indemnitor Born?: Queens NY 27. If Not Where Was The Indemnitor Born?: N/A 28. Is the Indemnitor A Naturalized Citizen Now?: (X) Yes or No ( ) No 29. Does The Indemnitor Have A Resident Alien Card That is Valid: ( ) Yes or No (X) No 30. Does The Indemnitor Have A Valid Green Card: ( ) Yes or No (X) No 31. Does The Indemnitor Have A Valid Current Visa To Be In The USA?: ( ) Yes or No (X) No 32. Will the Indemnitor Travel Documents or Right to Stay in the USA Expire within the next 60 Months: ( ) Yes or No (X) No 33. If Yes When: 1/1/14 34. Does Indemnitor Have A Warrant?: ( ) Yes or No (X) No 35. If Yes Where: N/A 36. Has The Indemnitor Ever Warrant?: ( ) Yes or No (X) No 37. Is the Indemnitor the Complaining Witness Voluntarily or Involuntarily on Any Matter Regarding This Defendant: ( ) Yes or No (X) No 38. Has the Indemnitor Ever Forfeited Bail: ( ) Yes or No (X) No 39. If Yes Where: N/A 40. Is the Indemnitor Being Compensated in Any Way For Posting Bail / Seeking Bail Consulting Directly / Indirectly By The Defendant Now or In the Future: ( ) Yes or No (X) No 41. If so How Much?: N/A 42. Which Children in Common With Defendant: N/A 43. Does The Indemnitor Pay Court Ordered Child Support: ( ) Yes or No (X) No 44. If Yes How Much: N/A 45. Is the Indemnitor Current with Child Support Payments: ( ) Yes or No (X) No 46. Is the Indemnitor Out On Bail?: ( ) Yes or No (X) No 47. Is the Indemnitor Accused of Any Crime?: ( ) Yes or No (X) No 48. The Indemnitor Under Investigation For Anything: ( ) Yes or No (X) No 49. Indemnitor Ever Forfeit a Bail?: ( ) Yes or No (X) No 50. Indemnitor Has Been Party to Any Bail That Forfeit: ( ) Yes or No (X) No 51. If Yes For Who & How Much\$: N/A 52. Has The Indemnitor Ever Filed For Bankruptcy ( ) Yes or No (X) No 53. When: N/A 54. Is the Indemnitor Planning to file for Bankruptcy in the Next 36 months: ( ) Yes or No (X) No 55. Are They any Judgments Or Law Suits Pending Against The Indemnitor: ( ) Yes or No (X) No 56. For What: N/A 57. For How Much: \$ N/A 58. Does The Indemnitor Own any Real Estate Property / Time share anywhere: ( ) Yes or No (X) No 59. Where: N/A 60. How Much is it worth: \$ N/A 61. Any Liens or Mortgages on this property: ( ) Yes or No (X) No 62. For How Much: \$ N/A

**E #2 INDEMNITOR NAME:** 1. 2. Home Phone: 3. Cell Phone:

4. Relationship To Defendant: 5. How Long Do You Know The Defendant & How: 6. Indm. Address: 7. Apt. #: 8. City, State, Zip: 9. Social Security #:

10. D.L.#: 11. D.O.B.: 12. Relation to DEF: 13. Employer(s) Name: 14. Do You Have another Job source of income?: ( ) Yes or No (X) No 15. If Yes Who, What, Where: 16. How Long There: 17. Spouse Name: 18. Spouse's Employer: 19. Address: 20. Occupation: 21. How Long: 22. Vehicle Make: 23. Model: 24. Year: 25. Was The Indemnitor Born In The USA?: (X) Yes or No ( ) No 26. If Yes Where Was The Indemnitor Born?: 27. If Not Where Was The Indemnitor Born?: 28. Is the Indemnitor A Naturalized Citizen Now?: ( ) Yes or No (X) No 29. Does The Indemnitor Have A Resident Alien Card That is Valid: ( ) Yes or No (X) No 30. Does The Indemnitor Have A Valid Green Card: ( ) Yes or No (X) No 31. Does The Indemnitor Have A Valid Current Visa To Be In The USA?: ( ) Yes or No (X) No 32. Will the Indemnitor Travel Documents or Right to Stay in the USA Expire within the next 60 Months: ( ) Yes or No (X) No 33. If Yes When: 1/1/14 34. Does Indemnitor Have A Warrant?: ( ) Yes or No (X) No 35. If Yes Where: 36. Has The Indemnitor Ever Warrant?: ( ) Yes or No (X) No 37. Is the Indemnitor the Complaining Witness Voluntarily or Involuntarily on Any Matter Regarding This Defendant: ( ) Yes or No (X) No 38. Has the Indemnitor Ever Forfeited Bail: ( ) Yes or No (X) No 39. If Yes Where: 40. Is the Indemnitor Being Compensated in Any Way For Posting Bail / Seeking Bail Consulting Directly / Indirectly By The Defendant Now or In the Future: ( ) Yes or No (X) No 41. If so How Much?: 42. Which Children in Common With Defendant: 43. Does The Indemnitor Pay Court Ordered Child Support: ( ) Yes or No (X) No 44. If Yes How Much: 45. Is the Indemnitor Current with Child Support Payments: ( ) Yes or No (X) No 46. Is the Indemnitor Out On Bail?: ( ) Yes or No (X) No 47. Is the Indemnitor Accused of Any Crime?: ( ) Yes or No (X) No 48. The Indemnitor Under Investigation For Anything: ( ) Yes or No (X) No 49. Indemnitor Ever Forfeit a Bail?: ( ) Yes or No (X) No 50. Indemnitor Has Been Party to Any Bail That Forfeit: ( ) Yes or No (X) No 51. If Yes For Who & How Much\$: 52. Has The Indemnitor Ever Filed For Bankruptcy ( ) Yes or No (X) No 53. When: 54. Is the Indemnitor Planning to file for Bankruptcy in the Next 36 months: ( ) Yes or No (X) No 55. Are They any Judgments Or Law Suits Pending Against The Indemnitor: ( ) Yes or No (X) No 56. For What: 57. For How Much: \$ 58. Does The Indemnitor Own any Real Estate Property / Time share anywhere: ( ) Yes or No (X) No 59. Where: 60. How Much is it worth: \$ 61. Any Liens or Mortgages on this property: ( ) Yes or No (X) No 62. For How Much: \$

**1. Indemnitor Name:** \_\_\_\_\_ **2. Home Phone:** \_\_\_\_\_ **3. Cell Phone:** \_\_\_\_\_

**4. Relationship To Defendant:** \_\_\_\_\_ **5. How Long Do You Know The Defendant & How:** \_\_\_\_\_ **6. Indm.** \_\_\_\_\_

**7. Apt. #:** \_\_\_\_\_ **8. City, State, Zip:** \_\_\_\_\_ **9. Social Security #:** \_\_\_\_\_

**10. D.I.#:** \_\_\_\_\_ **11. D.O.B.:** \_\_\_\_\_ **12. Relation to DEF:** \_\_\_\_\_ **13. Employer(s) Name:** \_\_\_\_\_

**Employer Address:** \_\_\_\_\_ **Occupation:** \_\_\_\_\_ **How Long There:** \_\_\_\_\_

**14. Do You Have another Job source of income?:** ( ) Yes or No ( ) **15. If Yes Who, What, Where:** \_\_\_\_\_ **16.** \_\_\_\_\_

**Is This Indemnitor Legally Married or By common Law Married:** ( ) Yes or No ( ) **17. Spouse Name:** \_\_\_\_\_ **18. Spouse's** \_\_\_\_\_

**Employer:** \_\_\_\_\_ **19. Address** \_\_\_\_\_ **20. Occupation:** \_\_\_\_\_

**21. How Long:** \_\_\_\_\_ **22. Vehicle Make:** \_\_\_\_\_ **23. Model:** \_\_\_\_\_ **24. Year:** \_\_\_\_\_

**25. Was The Indemnitor Born In The USA?:** ( ) Yes or No ( ) **26. If Yes Where Was The Indemnitor Born?:** \_\_\_\_\_ **27. If Not** \_\_\_\_\_

**Where Was The Indemnitor Born?:** \_\_\_\_\_ **28. Is this Indemnitor A Naturalized Citizen Now?:** ( ) Yes or No ( ) **29. Does The** \_\_\_\_\_

**Indemnitor Have A Resident Alien Card That is Valid:** ( ) Yes or No ( ) # \_\_\_\_\_ **30. Does The Indemnitor Have A Valid Green** \_\_\_\_\_

**Card:** ( ) Yes or No ( ) # \_\_\_\_\_ **31. Does The Indemnitor Have A Valid Current Visa To Be In The USA?:** ( ) Yes or No ( ) **32. Will the** \_\_\_\_\_

**Indemnitor Travel Documents or Right to Stay in the USA Expire within the next 60 Months:** ( ) Yes or No ( ) **33. If Yes When:** \_\_\_\_\_ **34.** \_\_\_\_\_

**Does Indemnitor Have A Warrant?:** ( ) Yes or No ( ) **35. If Yes Where:** \_\_\_\_\_ **36. Has The Indemnitor Ever** \_\_\_\_\_

**Warrant?:** ( ) Yes or No ( ) **37. Is the Indemnitor the Complaining Witness Voluntarily or Involuntarily on Any Matter Regarding This Defendant:** \_\_\_\_\_

( ) Yes or No ( ) **38. Has the Indemnitor Ever Forfeit Bail:** ( ) Yes or No ( ) **39. If Yes Where:** \_\_\_\_\_ **40. Is the Indemnitor Being Compensated** \_\_\_\_\_

**In Any Way For Posting Bail / Seeking Bail Consulting Directly / Indirectly By The Defendant Now or in the Future:** ( ) Yes or No ( ) **41. If so How** \_\_\_\_\_

**Much?:** \_\_\_\_\_ **42. Which Children in Common With Defendant:** \_\_\_\_\_

**43. Does The Indemnitor Pay Court Ordered Child Support:** ( ) Yes or No ( ) **44. If Yes How Much:** \_\_\_\_\_

**45. Is the Indemnitor Current with Child Support Payments:** ( ) Yes or No ( ) **46. Is The Indemnitor Out On Bail?:** ( ) Yes or No ( ) **47. Is The** \_\_\_\_\_

**Indemnitor Accused of Any Crime?:** ( ) Yes or No ( ) **48. The Indemnitor Under Investigation For Anything:** ( ) Yes or No ( ) **49. Indemnitor Ever** \_\_\_\_\_

**Forfeit a Bail?:** ( ) Yes or No ( ) **50. Indemnitor Has Been Party to Any Bail That Forfeit:** ( ) Yes or No ( ) **51. If Yes For Who & How Much\$:** \_\_\_\_\_

**52. Has The Indemnitor Ever Filed For Bankruptcy** ( ) Yes or No ( ) **53. When:** \_\_\_\_\_ **54. Is the** \_\_\_\_\_

**Indemnitor Planning to file for Bankruptcy in the Next 36 months:** ( ) Yes or No ( ) **55. Are They any Judgments Or Law Suits Pending Against The** \_\_\_\_\_

**Indemnitor:** ( ) Yes or No ( ) **56. For What:** \_\_\_\_\_ **57. For How Much: \$** \_\_\_\_\_

**58. Does The Indemnitor Own any Real Estate Property / Time share anywhere:** ( ) Yes or No ( ) **59. Where:** \_\_\_\_\_ **60. How** \_\_\_\_\_

**Much is it worth: \$** \_\_\_\_\_ **61. Any Liens or Mortgages on this property:** ( ) Yes or No ( ) **62. For How Much: \$** \_\_\_\_\_

ALL ORIGINAL DOCUMENTATION MUST BE PRESENTED & PHOTOCOPIED FOR CONTRACT RECORDS AND THEY ARE:

**ORIGINAL PHOTO ID, TWO RECENT PAY STUBS, SOCIAL SECURITY CARD, PROOF OF ADDRESS**

(utility bill, Con Edison, home telephone, cell phone etc.) If the Defendant is not Born In the United States ALL Travel Documents (citizenship, green card, all passport, visa, asylum etc. must be surrendered)

By signing this document and I/we certify that the above statements and all information provided are totally true, correct and fully accurate with no purposeful omissions (I/we did not leave anything out) of any type been made either to deceive (mislead, or lie etc) or for any other purposes. I/we further understand and agree that this application for bail consulting and any direct or indirect charges, fees etc. are not governed under New York state Insurance Law and Regulation and are private contracts governed under other New York state laws including, but not limited to New York Civil Contract Law. I/we further understand and agree that this application for bail consulting, and in cases were a bail bond posting attempted is made it will be duly sworn or affirmed to in a court of law by the Bondsman and any statement made by anyone contain herein will be utilized for those purposes and for the purposes of verifying and qualifying applicants and defendants for consideration for liability holders. Any person or persons making ANY false, misleading statements will have any and all legal, criminal and civil actions pursued against them and monetary damages will be sought. I/we understand agree that the information provided to the consultant will be utilized to determine what type of chances if any a bail can be successfully underwritten and or posted utilizing proprietary criteria of the pool of professionals available and being utilized by the contract holder alone. I/we further understand and agree that this application for bail consulting and or bond posting attempt and I/we hereby authorize George Zouvelos as expert citizen in the field of pretrial bail release acting as lead consultant, \_\_\_\_\_ and or their designees utilized at their sole discretion to perform complete background checks, contract compliance and credit checks etc. for all parties mentioned and contain herein at their sole discretion and frequency at our (Indemnitor professional services requestors) cost alone. Furthermore I/we authorize a full review and re review at the sole discretion of the consultant, and in cases were bail is attempted to be posted the liability holder(s), to run credit (check), property, character and background history utilizing any and all resources of the liability holder and or Bondsman's and or his contractors disposal in order to make an accurate determination whether or not the bail should or should not be executed, bond posting attempt made or considered or written. I/we agree that at anytime should Any or All of the information be false, misleading or change without duly notifying the company by certified mail US Postal Service return receipt requested notice with 24hr notice of any and all changes or prior, the defendant will be returned to jail and any and all collateral will be subject to garnishment to cover the companies hard, soft, out of pocket, reasonable legal or administrative costs and expenses that are or will be incurred by the company and any additional cost I/we will be responsible for same and will be invoiced and I/we will be solely responsible to pay immediately.

X \_\_\_\_\_ PRINT: \_\_\_\_\_ (Date) \_\_\_\_\_  
Person Agreeing to Contract and or Indemnitor's Signature

X \_\_\_\_\_ PRINT: \_\_\_\_\_ (Date) \_\_\_\_\_  
Person Agreeing to Contract and or Indemnitor's Signature

X \_\_\_\_\_ PRINT: \_\_\_\_\_ (Date) \_\_\_\_\_  
Person Agreeing to Contract and or Indemnitor's Signature

X \_\_\_\_\_ PRINT: \_\_\_\_\_ (Date) \_\_\_\_\_  
Person Agreeing to Contract and or Indemnitor's Signature

\_\_\_\_\_ PRINT: Raman A. Lopez 12-9-11  
Defendants Signature or Person Agreeing to Contract (Date)

X \_\_\_\_\_ PRINT: \_\_\_\_\_ (Date) \_\_\_\_\_  
Defendants Signature or Person Agreeing to Contract

ONLY For Office Review:

1. DLRLJS AC (1) "I/WE" Understand & Agree that in signing this contract "I/WE" AM/ARE PERSONALLY FINANCIALLY LIABLE / Responsible 100% FOR THE FULL AMOUNT OF THIS CONTRACT AND THE BOND ATTEMPTED TO BE POSTED AND ANY AND ALL COSTS AND EXPENSES ASSOCIATED WITH THE CONTRACT AND BAIL, and or For the Research and Or Attempt to Post Bail and or Before, During and After Posting, or Posting Attempt, Revocation, Exoneration and or Forfeiture and or any litigation and or regulatory responses jointly and separately with the defendant and any other indemnitors.

2. DLRLJS AC (1) "I/WE" Understand & Agree that in the event of forfeiture, and for a bail revocation, and/or any breach of this contract that any and all costs, and expenses associated with investigative/enforcement and or enforcement of a forfeiture, and/or revocation of bail, and/or breach of this contract shall be deducted from any collateral deposited and payable to "BB" and or Vendors as designated at the sole discretion of "BB" as retained through and by NY Outlets & Transcripts Etc. Inc (hereby known as NYCT). "I/We" direct that upon application of "BB" and or any designee that any amounts owed and requested by "BB" or "Vendors" be deducted from my cash collateral and released to "BB" and any balances owed will be immediately due by "Us" upon demand. We further understand and agree if the defendant or indemnitors have a credit card on file with "BB" that "BB" and or there designee(s) is granted the authority to charge the credit card with any fees incurred without any further notice and I/WE waive any right to charge back or dispute same with a financial institution granting us the credit.

3. DLRLJS AC (1) "I/WE" Understand & Agree that the fees and costs incurred by the "BB" and or Vendors concerning research for and or the underwriting of the bail, enforcement, revocation, and/or a breach of any of the contract or court terms, including but not limited to, skip tracing, case tracking, enforcement, investigations, location, apprehension, transportation, housing, upkeep, litigation, administrative and expenses shall be billed at \$275.00 per hour per compliance vendor (team of 2 agents minimum per hour) and or 20% of the face amount (bond amount) of the bond (minimum of \$500 charge) whichever is greater and the skip tracing, case tracking and other investigations will be charged at the rates listed in #15, #16, or #19 of this contract and we agree that any and all costs will be deducted from cash collateral, collateral, or charged on any credit card on file with "BB" without further notice. If no cash collateral is being held by "BB" then I, "WE" agree that "WE" shall pay any and all unpaid balances upon demand and with the accrued late fee at 3.3% per month in addition to any and all collection action which will cost us in additional 33.3% of the total balance that is owed up to the date of full payment receipt. Further "WE" understand and agree that all such costs and expenses are not negotiable. ✓

4. DLRLJS AC (1) "I/WE" understand and agree that insurance premium charged to us which is not refundable is as stated under N.Y. insurance law and regulation and cannot be discounted under any circumstances.

5. DLRLJS AC (1) "I/WE" understand and agree that any personal or real property put as security collateral cannot be assigned, sold, transferred or encumbered in any way during the duration of the bond or as this contract is still in full effect without a signed waiver notarized by the contract holders and or "BB".

6. DLRLJS AC (1) "I/WE" understand and agree that "BB" reserves the exclusive right at their own discretion to transfer this contract and or the liability for the bond including monitoring and responsibility for the defendant to any third party of their choosing without further notices to "Us". In the case of transfer the contract will remain in full effect with any and all terms and conditions in place and in full effect.

7. DLRLJS AC (1) "I/WE" Understand & Agree that "BB" is being compelled to post bail and or attempting to post bail, take on liability and or provide bail consultation based on the total agreement by "Us" to all the terms and conditions as stated in this contract and no implied promises or terms are valid.

8. DLRLJS AC (1) "I/WE" Understand & Agree that in the event of any enforcement, skip tracing, case tracking, investigations, location, apprehension, transportation, administrative costs, legal fees and reasonable attorney expenses that "I/WE" are responsible for any and all fees and costs incurred for to collect any costs and expenses incurred by "BB" for any reason pertaining to this contract and or bond forfeiture. Any and all attorney fees shall be billed at \$350.00 per hour by the attorney for "BB" and will be deducted from the collateral, cash collateral or charged to any credit card on file with "BB". We understand and agree that Any unpaid amounts remaining shall be due and owing on demand. If no cash collateral or inadequate collateral is being held by "BB" then I, "WE" agree that "WE" shall pay any and all unpaid balances upon demand in addition to \_\_\_\_\_ % per month until we do so.

9. DLRLJS AC (1) "I/WE" Understand & Agree that in the event of any and all collections proceedings against us for forfeitures, enforcement or contract compliance are billed at an additional 33.3% of the amount owed in addition to any and all reasonable attorney fees at the rates indicated in #15, #16, or #19 of this contract. In addition "WE" agree to the monthly interest rate of \_\_\_\_\_ % being accrued until the account is settled in full.

10. DLRLJS AC (1) "I/WE" Understand & Agree that the bail bond premium is earned in full once the bond is posted with the court and signed by a Judge of competent jurisdiction as per the definition found in New York Criminal Procedure Law ss. 500.10. In the event the defendant is not released because of a hold placed on the defendant, including but not limited to, a warrant, a parole hold, a work release breach, bail sufficiency hearing, interstate detainer, Immigration detainer, plea, for any other reason the bond premium is earned and not refundable whether the defendant is released from custody (gets out of jail) or not.

11. DLRLJS ac (u) "I/WE" Understand & Agree that it is our sole responsibility to inquire and seek professional legal counsel on any and all legal matters concerning the defendants case, bail bonds, and or ramifications of the posting of bail or not posting bail for a defendant which includes the signing of this contract.

12. DLRLJS ac (u) "I/WE" Understand & Agree that it is my/our sole responsibility to communicate with the defendant the rules and regulations of this agreement and that He/She MUST CHECK IN TO OUR OFFICE WITHIN 24hrs of His/Her release from jail and every week thereafter and to notify him/her about all agreements made contained in our bail agreements and contracts read, understood agreed to and signed and that no excuses will be accepted by "BB" or vendors for any breach of same. Further "WE" understand and agree that "WE" are individually and separately responsible for reimbursing "BB" and or vendors for any that inquiry into the Defendants whereabouts which may include but are not limited to case tracking, skip tracing, enforcement, compliance, locating and or apprehension will be billed at the rates indicated in #15, #16, or #19 of this agreement and will be billed initially against our collateral and separately once the collateral is depleted and is due upon demand of "BB" and or there designees.

13. DLRLJS ac (u) "I/WE" Understand & Agree that no staff, vendor or "BB" is legal counsel (lawyer, attorney) and cannot give us any legal advice or instruction of any type. "WE" understand that any situation explained by vendors or "BB" are merely experiences shared from previous cases experienced that may or may not be similar and not necessarily relevant offered from a commoners or layman's perspective offered for informational purposes and should not be used to make any judgment or legal decision(s) by "Us".

14. DLRLJS ac (u) "I/WE" Understand & Agree that if the bail is denied for insufficient collateral, I may be given an opportunity to provide additional or substituted collateral at "BB" sole discretion. If I, "WE" decide "WE" will not or cannot post additional collateral, I/WE agree to consulting, processing and or vendor to be billed at as indicated in #15, #16, or #19 of this contract.

15. DLRLJS ac (u) "I/WE" understand and agree that no one works for free and that the time and effort spent in assisting us with our bail or bail related matter kept "BB" and vendors from assisting other clients or potential clients and or performing other duties. I/WE agree if the bond is cancelled for any reason whatsoever the minimum cancellation fee is \$200 for Bails \$999 and under, \$250.00 for bail \$1000 and up to \$2499, \$400 for Any Bond \$2500.00 up to \$4999, \$600 for Bonds 5000 to \$7,499, \$850 for bonds \$7500 up to \$9,999. Any bonds exceeding \$9,999.00 will incur the \$1000 rate and in addition the actual "BB" billable time and expenses for "Vendor" rates as described in #15, #16 or #19 of this contract. Any third party vendor fees or deposit for services that are not the statutory premium costs that are governed by the New York State Insurance Department Laws and Regulations for couriers and or other retained vendors assigned actively working or on standby are never refundable. Any traveling expenses, waiting time, or repost in or out of the court by "BB" in addition to the aforementioned rates are billed against collateral and premium as indicated in #15, #16, or #19 of this contract.

16. DLRLJS ac (u) "I/WE" understand and agree that for any and all consulting the Bondsman and or surety consultant billable hourly rate is \$400.00, the billable hourly rate for staff is \$175.00, the billable hourly rate for legal counsel is \$375.00 for non court appearances (\$450.00 for in court/arbitration appearances) the billable hourly rate for in New York City enforcement, compliance, skip tracing and case tracking is at \$275.00 per hour per compliance individual for out of New York City \$375.00 per enforcement individual, the billable rate for skip tracing and case tracking vendors is no less than 8% of bond amount not forfeited, 9.5% of the bond amount for active "BB" breach return defendant orders and 20% of the bond amount for bonds that have warrants and or forfeitures. Any returns to custody charges are billed at 20% of the bond liability (\$200 minimum for every \$1000 worth of bond liability) for example in addition to any other costs incurred by BB at the billable rates for contract compliance violations and investigations. The A minimum rearrest by agent order fee is (\$500).

17. DLRLJS ac (u) "I/WE" understand and agree that if the bail is denied for failure of surety because of any false or misleading or inaccurate information, or the court determines the collateral is not sufficient to pass the surety or for whatever reason whatsoever I/WE understand and agree that if the bond is signed there will be no refund of premium. If the bond is not signed then I agree to vendor consulting fees as calculated utilizing the rates found in #15, #16 or #19 of this contract and that Any third party vendor fees on deposit not considered New York State statutory premium for couriers and or other vendors on standby are not refundable.

18. DLRLJS ac (u) "I/WE" understand and agree that "BB" is not responsible for any bail source, surety, NYCPL 520.30 hearings and is compensated for the attempted to post bail or the being bound to a posted bail bond. "we" understand and agree that any hearing that BB must attend or is otherwise subpoena for are applicable to the rates as stated and agreed to in #15, #16 or #19 of this contract.

19. DLRLJS ac (u) "I/WE" Understand & Agree that failure to appear for weekly check in shall result in a minimum enforcement, compliance and investigation fees to be no less than \$250.00 per each failure to appear in order to verify the defendants status and whereabouts that will be in addition to the 20% of the bail bond amount charged in cases of bond revocation. This charge is separate and distinct from any other enforcement fee and may be due upon demand and or deducted from any collateral, cash collateral and/or credit card with "BB" without further notice or approval.

2. DLR JS Ac (U) "I/WE" Understand & Agree that at anytime that "BB" finds it necessary at their sole discretion "BB" may demand additional collateral immediately due and the defendant may be detained and held in custody pending receipt of same. "WE" understand at the time "WE" are unable or unwilling for whatever reason whatsoever to deposit same with "BB" the defendant will be delivered to the custody of the court or jail for immediate bail revocation and bond exoneration at the rates previously indicated in this contract.

21. DLR JS Ac (U) "I/WE" understand, agree and authorize "BB" and or its Vendors to physically and thoroughly inspect places where I/WE" reside and or work at anytime for the purposes of warrants, home verification, contract compliance and or bond revocation and Hold Harmless "BB" and or its Vendors from doing same and furthermore Hold Harmless "BB" and or its Vendors from any incident that may arise from same including the detaining of, and or attempt to, or the placing of defendant in custody anywhere.

22. DLR JS Ac (U) "I/WE" Understand & Agree that it is my/our sole responsibility to know the status and any and all changes regarding the defendant status, his contact information, any arrests new and or old, any police contact, employment information, whereabouts, bail, re-arrests, family court, probation, parole, immigration matters etc. at all times and that it is not the responsibility of "BB" or vendors to notify us of any changes. "WE" understand and agree that if any change in status whatsoever "WE" will notify "BB" immediately by phone and via certified mail return receipt requested. Failure to do so will result in costly expenses incurred and or bail revocation and defendant re arrest at the rates predefined in this contract. We understand and agree that the Minimum arrest fee charge to us is \$500.00 for in NYC arrests for in NYC Jails.

23. DLR JS Ac (U) "I/WE" Understand & Agree that I am responsible for the defendant's appearance in the offices of ("BB") within TWENTY FOUR HOURS (24) of his/her RELEASE FROM CUSTODY and the defendant MUST provide photo identification on that date. Failure to do so is a MATERIAL BREACH of this Contract and "BB" will REVOKE THE BOND without further notice at any time during the existence of the bond WITHOUT ANY RETURN OF PREMIUM and all applicable fees as described in this contract apply that will be held initially from collateral on deposit and any additional costs incurred billed to me at the rates listed in #15, #16 or #19 of this contract which I/WE" are immediately responsible for.

24. DLR JS Ac (U) "I/WE" Understand & Agree that "BB" reserves the right at their sole discretion to change weekly reporting times, dates and frequency for same and to add contract provisions and restrictions for each defendant at "BB" sole discretion without any further notification to "Us".

25. DLR JS Ac (U) "I/WE" Understand & Agree that on the defendant's first appearance at the offices of "BB", the defendant must execute his/her signature on this CONTRACT AND ALL DOCUMENTS pertaining to this bail acknowledging the truth of all information contained therein and correct any mistakes, missing information and or omissions. Any MISSTATEMENTS ON ANY DOCUMENT BY ANY of "Us" is a MATERIAL BREACH of this contract and "BB" will REVOKE THE BOND without further notice at any time during the existence of the bond and CAUSE THE IMPOSITION OF ENFORCEMENT CHARGES WITHOUT ANY RETURN OF PREMIUM.

26. DLR JS Ac (U) "I/WE" Understand & Agree that while if the defendant, while out on bail, is DETAINED OR ARRESTED FOR ANY REASON and a DOCKET NO. or SUMMONS NO. is GENERATED, it is a MATERIAL BREACH of this Contract and "BB" will REVOKE THE BOND at "BB" sole discretion without further notice and CAUSE THE IMPOSITION OF ENFORCEMENT CHARGES WITHOUT ANY RETURN OF PREMIUM. The final court outcome on the new matter has NO bearing on the action taken by "BB".

27. DLR JS Ac (U) "I/WE" Understand & Agree that the defendant MUST live a LAW ABIDING LIFE, BE ALWAYS RESPECTFUL AND FULLY COMPLIANT WITH "BB" AND OR VENDORS AND FAILURE to do so CONSTITUTES MATERIAL BREACH of this contract and "BB" will REVOKE THE BOND at their own discretion without further notice and WILL CAUSE THE IMPOSITION OF COMPLIANCE AND OR ENFORCEMENT FEES WITHOUT ANY RETURN ANY RETURN OF PREMIUM, WILL BE CHARGED TO COLLATERAL SECURITY ON DEPOSIT INITIALLY AND OR MAY GENERATE ADDITIONAL AMOUNTS OWED TO "BB" AND OR VENDORS BY US.

28. DLR JS Ac (U) "I/WE" Understand & Agree that the terms of this contract are "IN ADDITION" to rules and orders imposed by the court. Any FAILURE to comply with the ANY AND ALL courts rules and regulations is a MATERIAL BREACH of this contract WHICH YOU AGREE TO EACH AND EVERY TERM, CONDITION AND RESPONSIBILITY, and at the sole discretion of "BB" AND IF THE DEFENDANT IS STILL OUT ON BAIL will FURTHER REVOKE THE BOND PLACING THE DEFENDANT BACK IN JAIL without further notice. "I/WE" Understand & AGREE THAT ANY AND ALL ACTIONS AND COSTS INCURRED by "BB" AND RATED BY SAME THAT "I/WE" ARE FULLY FINANCIALLY RESPONSIBLE FOR ANY AND ALL IMPOSED FORFEITURE, ENFORCEMENT, ATTORNEY, LITIGATION, REGULATION COSTS & CONTRACT COMPLIANCE FEES WITHOUT ANY RETURN OF PREMIUM and Total LOSS OF ANY AND ALL COLLATERAL ON DEPOSIT AND WILL OWE AND BE RESPONSIBLE FOR ANY ADDITIONAL COSTS INCURRED AS CALCULATED BY THE BONDSMAN UTILIZING INVOICES RECEIVED FROM VENDORS AND UTILIZING THE RATES AS INDICATED IN THIS CONTRACT THAT YOU AGREE WITH.

29. DLR JS Ac (U) "I/WE" Understand & Agree that any information given to CJA or civil authorities by any of "Us" in attempt to mislead, misinform, circumvent, omit or is a falsehood is a material breach of this contract.

30. IRLJS ac (10) "I/WE" Understand & Agree that in the event the DEFENDANT IS REMANDED FOR ANY REASON after the bond is posted, including but not limited to, PROBATION, PAROLE, IMMIGRATION, or any other matter, At the sole discretion of "BB" WILL REVOKE THE BOND and CAUSE THE IMPOSITION OF ENFORCEMENT CHARGES AND OTHER COSTS WITHOUT ANY RETURN OF PREMIUM.

31. IRLJS ac (10) "I/WE" Understand & Agree that the information given to "BB" either orally or on ALL DOCUMENTS including but not limited to Contracts, Contract Riders, Applications, Agreements, Promissory Notes, Confession of Judgments, Mortgages, IS NOW AND MUST REMAIN TRUE AND ACCURATE during the time that the bond is in force and effect. FAILURE TO INFORM "BB" IN WRITING BY CERTIFIED MAIL OF RETURN RECEIPT REQUESTED OF ANY CHANGE within TWENTY FOUR (24) HOURS of ANY and ALL Changes or Modifications of ANY Type is a MATERIAL BREACH of this contract and "BB" will REVOKE THE BOND without further notice and CAUSE THE IMPOSITION OF ENFORCEMENT CHARGES WITHOUT ANY RETURN OF PREMIUM.

32. IRLJS ac (10) "I/WE" Understand & Agree that ANY property used as collateral may not be transferred, sold or encumbered in any way while the bond is in effect, forfeited or being investigated for the writing of the bond. Any change in the collateral shall result in an immediate revocation of the bond. This provision shall include the filing of bankruptcy or notice of forfeiture.

33. IRLJS ac (10) "I/WE" Understand & Agree that none of "Us" are out on bail and or have a bail forfeited and or has an outstanding warrant in any county of any state and or with any bail bondsman and or insurance company and that if "BB" finds that any provisions herein are true and we have not disclosed bail will be revoked, and or not attempted to post and any and all funds and or collateral held will be utilized to pay any outstanding debt.

34. IRLJS ac (10) "I/WE" Understand & Agree that at the sole discretion of "BB" and without any further notices to "us", if a defendant and Indemnitor(s) are placed on a "BB" internal "watch-list" for any contractual violations, suspected violations and or for any reason(s) whatsoever that the defendants bail case will also be monitored by a "Vendor" of "BB" choosing and "We" understand and agree that all costs, expenses, fees, reasonable legal, administrative and attorney fees will be deducted from collateral on file and any balance payment is due by "Us" upon demand at the rates as indicated in #15, #16 or #19 of this contract.

35. IRLJS ac (10) "I/WE" Understand & Agree that "BB" earns its fees for the attempt to post and or the posting of bail and or bail consultations alone and that any additional work needing to be completed such as for bail source hearing, subpoena for information or exoneration, "We" are solely responsible for and will be billed as indicated in #15, #16 or #19 of this contract and any and all costs will be deducted from collateral on file and any balance payment is due by "Us" upon demand.

36. IRLJS ac (10) "I/WE" Understand & Agree that the defendant cannot leave the State of New York and is RESTRICTED TO COUNTY OF RESIDENCE and FAILURE to abide by these conditions is a MATERIAL BREACH of this contract and "BB" WILL REVOKE THE BOND without further notice and CAUSE THE IMPOSITION OF VENDOR CHARGES WITHOUT ANY RETURN OF PREMIUM. Any request for travel must be SUBMITTED IN WRITING BY CERTIFIED MAIL RETURN RECEIPT REQUESTED WITHIN (14) DAYS PRIOR TO DEPARTURE AND MAY OR MAY NOT BE GRANTED AT THE SOLE DISCRETION OF "BB".

37. IRLJS ac (10) "I/WE" Understand and Agree that in the event the DEFENDANT FAILS TO APPEAR IN COURT for any reason and the BAIL IS FORFEITED and/or a WARRANT IS ISSUED, this shall be a MATERIAL BREACH of this contract and at "BB" Sole discretion WILL REVOKE THE BOND RETURNING THE DEFENDANT BACK TO JAIL without further notice and CAUSE THE IMPOSITION OF ENFORCEMENT CHARGES WITHOUT ANY RETURN OF PREMIUM, regardless of the action taken by the court, district attorney or any other civil authority.

38. IRLJS ac (10) "I/WE" Understand & Agree that I AM RESPONSIBLE for ensuring that the DEFENDANT APPEAR AT THE OFFICES OF "BB" WHEN DIRECTED TO. Failure to do so is a MATERIAL BREACH of this contract and "BB" SOLE DISCRETION WILL REVOKE THE BOND RETURNING THE DEFENDANT BACK TO JAIL without ANY further notice and CAUSE THE IMPOSITION OF ENFORCEMENT CHARGES WITHOUT ANY RETURN OF PREMIUM.

39. IRLJS ac (10) "I/WE" hereby certify that if the defendant possesses a VALID PASSPORT, GREEN CARD issued by ANY COUNTRY, it has been surrendered to "BB" or it is in the custody of the Court or prosecutor's office.

40. IRLJS ac (10) "I/WE" Understand & Agree that it is "OUR" responsibility of BOTH THE DEFENDANT AND INDEMNITOR(s) To Be Fully AWARE OF ANY AND ALL Matters Related to the Defendants Status in the court case, employment, arrests, residence, employment and to notify the offices of "BB" of ANY and or ALL CHANGES OF CASE STATUS in writing return receipt requested to the address listed on this contract. Upon notification of case status, "BB" reserves the right to REVOKE THE BOND at their own discretion and without any further notice. A change of case status may include, but is not limited to, INDICTMENT ON THE MATTER, A PLEA OF GUILTY, And OR CONVICTION AFTER TRIAL and or WARRANT and or FORFEITURE etc.

41. URLISA (u) "I/WE" Understand & Agree that "I/We" are responsible for ANY AND ALL INFORMATION contained in this contract, and I further agree to abide by ANY AND ALL TERMS, CONDITIONS, RULES AND REGULATIONS of the contract to inform and remind the defendant of same.

42. URLISA (u) "I/WE" Understand & Agree if the defendant is detained in any other jurisdiction I wave any right to challenge my extradition and agree to execute any documents necessary to return me back to the County the bond was posted in.

43. URLISA (u) "I/WE" Understand & Agree that "BB", it's agents, or employee's can at any time make inspection of my activities at any location, hotel, car, motor home, apartment, or house and personal property and have the right to search my person as well as my home or where I have residence at any time. These same rights to search include the Indemnitors and any family of the defendant. Failure to allow a search is a material breach of this contract.

44. URLISA (u) "I/WE" Understand & Agree that it is our sole responsibility to know the status of the defendant, his sign-ins, any new charges, his case and or his whereabouts and to be able to assist "BB" with any and all information requests for same.

45. URLISA (u) "I/WE" Understand & Agree that the defendant must check-in alone, without children to the office designated by "BB" in person once a Week Tuesday or Thursday Between the Hours of 9:30 AM and 6 PM to the person on duty until the case has ended and the bail has been exonerated and you have produced an originally sealed and official disposition letter duly marked 'bail exonerated' with original collateral receipt. Any misses of office reporting even after bail is exonerated will be investigated and the applicable charges for each miss will apply until "BB" is able to confirm a defendant case status and contract information and re-verification utilizing the services of a "vendor" which "We" are responsible to pay. We understand and agree that all costs will be deducted from collateral on file and any balance payment is due by "Us" upon demand.

46. URLISA (u) "I/WE" Understand and Agree that the Defendant CANNOT CHECK IN BY PHONE. The Defendant MUST appear at the office physically and in person and if it is closed the Defendant must return and check in when the office is open. Leaving a note is not checking in. A DEFENDANTS failure to check-in will result in vendor fees, revocation of your bail, and return of the defendant to jail and loss of ALL collateral.

47. URLISA (u) "I/WE" Understand & Agree that ONLY OFFICE CHECK IN TIMES AND ONLY "IN-PERSON" ALONE AND WITHOUT CHILDREN & THE DEFENDANT WILL BE GIVEN EITHER TUESDAY OR THURSDAY From 9:30AM-6:00 PM SHARP Only. 'I' We' Understand and Agree that NO Check-In By Phone Call or Substitutions or Lateness Accepted AND the DEFENDANT IS RESPONSIBLE TO CHECK-IN PHYSICALLY TO THE OFFICE After Each and Every Court Date on THE SAME DAY OF COURT.

48. URLISA (u) "I/WE" Understand and agree that "BB" can surrender the defendant at any time to jail utilizing any Vendor of their choosing at "BB" sole discretion and without any further notice to us and as prescribed in NY Criminal Procedure Law § 530.80 Order of recognizance or bail; surrender of defendant. 1. "At any time before the forfeiture of a bail bond, an obligor may surrender the defendant in his exoneration..." "I/WE" Understand and agree that and any and all applicable expenses and or fees "WE" will be solely responsible for and will be held from collateral and if any additional costs incurred by "BB" and or their designee and or vendor it will be "our" sole responsibility to pay jointly and separately and are funds immediately due upon invoicing.

49. URLISA (u) "I/WE" attest that "WE" have a relationship with the defendant either familial and or are friends are not being reimbursed or compensated for being an Indemnitors on the defendants bail and that I/WE/us have full moral suasion and or powers of persuasion over the defendant to always be respectful and fully be compliant with the rules, terms and conditions of this contract and the condition set by the court.

50. URLISA (u) "I/WE" attest that "WE" the funds, items, cash, premium, collateral, security deposited or pledged to "BB" are lawful obtained, do not contradict public policy and cannot be considered "fruits of ill gotten gain", by court or district attorney's or prosecutors office and that it is "our" sole responsibility at our own discretion to consult with legal counsel for all.

51. URLISA (u) "I/WE" Understand and agree that the Defendant can NOT and WILL NOT Check in the offices on "BB" in the company as contractually required with Any Child under the age of 18. If the DEFENDANT DOES ATTEMPT TO VIOLATE THIS PROVISION HE WILL NOT BE ALLOWED ON THE PREMESIS OR GET ANY CREDIT FOR CHECKING IN and must return during the designated contractual times unaccompanied by Any Minor to check in and if He/she does not constitutes a Material Breach of this Contract.

52. URLISA (u) "I/WE" attest that I/WE jointly and separately know the defendant personally and maintain the current and effective moral suasion, and or powers of persuasion, and or influence and or can apply the necessary amounts of pressure in order to continuously convince the defendant to comply with the terms and conditions of this contract and the terms and conditions of the court while being out on bail that compelled and or otherwise convinced "BB" to attempt to and or post this bail on "our" behalf.

53. IRLJS Ac (u) "I/WE" agree and understand and authorize "BB" to aggregate, gather, quantify, document, film, record by audio, by video or any other electronic means BB sees fit and or paper means and may hold and or release and or retail or sell any and or all information and or image and or recording, or any other documents received and or prepared and or obtained in part or in full regarding applying for and or maintaining bail and or revoking bail or any legal or civil proceeding that may or may not ensue to any person or party including, but not limited to; governmental agency of the state, city, federal, local and or any police agency or any agency of the United States government, third party vendor and or third party for profit or not for profit entity without further notice or approval by "Us". That by signing this paragraph and or entire agreement it constitutes our full waiver of our rights to this material and any that may be gathered and the right of any confidentiality we may have had. Further we bestow exclusivity or exclusive right to and over any and of all the previously mentioned materials over to be "BB" and for use of or sale of same at "BB" sole discretion and "WE" expect not to receive now or in the future any monetary gain from such aggregations, use or sale of same. "WE" understand and agree to hold "BB", its agents, heirs, "vendors", purchasers and or insurance carrier(s) or any and all third party(s) from any civil suits, actions or proceedings related to the gathering, editing, use, storing, release or retail or wholesale sale of any information, image, recording or documents and or information.

54. IRLJS Ac (u) "I/WE" understand and agree that in the event any of the provisions of this contract and or documents prepared for a bail application or consulting shall be deemed unenforceable, unlawful or void the remaining provisions shall remain in full force and effect.

55. IRLJS Ac (u) "I/WE" understand and agree that no promises can be made by "BB", Vendor or any party regarding this bail matter at any time before, during or after the posting of the bail that are not contained in this agreement.

56. IRLJS Ac (u) "I/WE" understand and agree that "BB" can surrender the defendant out on bond back to civil custody, getting off the bond and the liability, at anytime, at "BB" sole discretion and without further notice(s). You understand and agree that this contract does not bind "BB" to the entire course of a defendant pre trial release period, sentencing or appeal.

57. IRLJS Ac (u) "I/WE" understand and agree that in cases where a defendant or indemnitor or contact signor has one bail or more active with any insurance company that no collateral refund will be processed until each and every case is exonerated and that collateral from one exonerated case will be utilized as security collateral and or expenses on any other bail at the sole discretion of "BB". Any breaches of this bail contract and related agreements will apply and charged against Any and all Bonds "Weather un-posted, inactive, active, in effect, exonerated and or forfeited at "BB" sole discretion. A material breach on one contract applies to all other applications either with "BB" or with any colleague of "BB" whether in or out of the state of New York irrespective if the indemnitors are the same on each bond or not and or for the same defendant.

58. IRLJS Ac (u) "I/WE" understand and agree that as such time the bondsman, insurance company, investigator, contractor or their designee at their sole discretion, feel for whatever reason(s), or assesses the risk of flight defendant has increased, bond underwriting is questionable or compromised, information given was false, misleading, contained omissions or "Were not updated and in contractual non compliance exists, or "BB" at its own discretion loses trust for any reason, "You" jointly and separately agree that they can seize, detain or re arrest and or hold the defendant voluntarily or involuntarily without any notification until which time a suitable or alternate financial or other underwriting remedy can be reached, if any, or defendant is returned to civil custody for bond exonerated and the defendant is returned to jail.

59. IRLJS Ac (u) "I/WE" understand and agree that "BB" are not responsible for variables, events and circumstances foreseen or unforeseen (sh\*t happens) that may arise not listed in this contract that may or may not delay and or prevent or for forbid total success for services contracted that are often possible when dealing with the criminal justice system, courts, jails, human error, independent contractors, third party vendors, acts of God, inclement weather, work slow-downs, judges requirements, any and all issues regarding warrants, holds, detainers, parole, probation, immigration, mistaken identity, lost or misplaced files, files not available, miswritten documentation or any errors or disagreements of any type etc.

60. IRLJS Ac (u) "I/WE" understand and agree that precious metals (gold, silver, platinum etc.) and stones (diamonds, rubies, emeralds etc.) taken and authenticity and value when confirmed are 'spot bought' and then sold for weight value alone at pre negotiated rate below market value and these proceeds are then utilized to pay for premium, consulting, other fees; and the balance of same, if any, are then utilized as collateral deposits in the form of cash which are subject to the terms and conditions of the private bail and consulting contracts. You understand and agree that items when deposited are then sold and are never returned to the depositor or owner as the items are sold and or melted for precious metal and stone value in exchange for virtual cash to be used for the bail related deposit or consulting alone unless an agreement to the contrary is made with "BB".

61. IRLJS Ac (u) "I/WE" understand and agree that any decisions made regarding the defendant status are at the sole discretion of "BB" and vendors or their designee(s) and you will hold harmless the aforementioned for any outcome that can, may, might or will materialize because of those actions and decisions including rearresting the defendant or refusing to post bail on your request.

62. MR. J. S. Ac. @ "I/WE" understand and agree that at the termination of bail bond either by end of case or surrender it is "My/Our" sole responsibility and burden to obtain an original court raised seal disposition letter marked "bail exonerated" together with the original collateral receipt to the offices directed and delivery same to "BB" within 5 Business days of such exoneration. "WE" understand and agree that the disposition letter must be marked bail exonerated and cases marked "sealed", "dismissed", "sentenced imposed" etc. are not acceptable as proof of bail exoneration. In these cases it requires the defendant or legal counsel to secure the disposition letters from the court of competent jurisdiction marked "bail exonerated" and that no collateral return will begin processing until both receipt and disposition letter marked "bail exonerated" are received by "BB".

63. MR. J. S. Ac. @ "I/WE" understand and agree that in the event "WE" utilize a credit or charge card for payment of any portion of this bail for security collateral that "WE" will NOT request a "charge back" or dispute said charges with our financial institution and "WE" will seek remedy in the form as described in this contract alone listed in # 55 of this agreement.

64. MR. J. S. Ac. @ "I/WE" understand and agree that any claim, dispute or controversy between I/WE/Us or claim by any of "Us", "Me" against "BB" or the employees, agents, vendors, insurance companies, or assigns and or any claim arising from or relating to this agreement or the relationships which result from this agreement, no matter against whom made, including the applicability of this arbitration clause and the validity of the entire agreement, shall ONLY be resolved at OUR own expense by neutral binding arbitration by and with the American Arbitration Association, under the Arbitration Rules in effect at the time the claim is filed. Any arbitration hearing at which I/WE/Us are to appear will take place in The County(s) of Queens in the State of New York. "WE" further agree that "WE" will keep our dispute confidential and "We" will not disclose the nature or any detail of our dispute and or discuss these matters with any entity, person or persons (besides privately and confidentially with "OUR" legal counsel if any) or governmental or regulatory agency and we shall not file any complaint with any regulatory or governing agency or body until the decision of an arbitrator is rendered in writing and is final.

65. MR. J. S. Ac. @ "I/WE" understand and agree that if "I/we" do initiate any proceeding legal, arbitration or regulatory regarding any party of "BB" and or "vendors" that "I/We" will be fully responsible for any and all expenses including but not limited to reasonable attorney fees legal fees and or expenses incurred by "BB" including our own.

66. MR. J. S. Ac. @ "I/WE" Understand & Agree that "BB" does not accept any telephone calls as being adequate for status updates, change of information etc. All communications for same must be done in writing within 24hrs in writing to the address listed on this document by US Postal Service Return Receipt Requested and failure to do so in a material breach of this bail contract.

67. MR. J. S. Ac. @ "I/WE" understand and agree that is our "Notice" regarding the premium paid for a successfully posted bond and that the bond is issued for an effective term only up to a period of one year limit from contract date, or until exonerated or revoked at the "BB" sole discretion and or if or terminated by the court. That BB and Or The Liability Holder WILL DEMAND ADDITIONAL COSTS FOR MONITORING A DEFENDANT PAST THAT DAYE OR CHOOSE TO REVOKE BAIL AT THEIR SOLE DISCRETION AND RETURN THE DEFENDANT BACK TO JAIL WITHOUT ANY FURTHER NOTICES. That this contractual provision stated here limits the term of effectiveness of the bond as allowed by Law and as Stated in NY CPL 520.20 (3).

68. MR. J. S. Ac. @ "I/WE" understand and agree that original court raised seal disposition letter marked "bail exonerated" together with the original collateral receipt to the offices as directed within 5 Business days of such exoneration and that if I/WE fail to do same at "BB" sole discretion he can direct a vendor to complete same on my/our behalf at a cost ranging from \$100.00 to \$250.00 depending on the time and effort required to complete said task.

69. MR. J. S. Ac. @ "I/WE" understand and agree that in the cases of lost collateral receipts a third party vendor will be retained to verify the identity of the true indemnitors and to originate and execute a lost collateral receipt and affirmation of Identity affidavit at a cost that I/WE will incur and I/WE will be responsible for to be no less than \$100 and in cases that require detailed examination at the applicable vendor rates as described in #15, 16 or #19 of this contract.

70. MR. J. S. Ac. @ "I/WE" understand and agree that in any event regarding this contract that "BB" must retain a "vendor" and or reimburse itself for the verification of any of "Our" status, including information given orally or in writing contained on any and all bail applications and this contract, including ones regarding any of the defendants cases, whether the case(s) are active or closed that "we" will be fully responsible for any all fees and expenses to complete same and understand and agree all costs will be initially billed against our collateral and any and all remaining balances are due to "BB" or their designee upon demand.

71. MR. J. S. Ac. @ "I/WE" understand and agree that "BB" can never guarantee a judge will entertain, sign, approve a bail application and or release a defendant from jail. In the event bail is not successfully posted the respective terms and conditions of this contract alone apply.

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72. DLRLJSAC (u) "I/WE" understand and agree that even after bail has been posted and the defendant takes a "plea" is ROR'd "Released on Own Recognizance", other bail is posted, remanded, case is dismissed or whatever the circumstance etc. the premium and vendor fees are Not refundable.

73. DLJSRLAC (u) "I/WE" understand and agree that because of the high volume of collateral return requests to "BB" any refund due usually takes one hundred twenty business days (barring any acts(s) of God, weekends, holidays, personal tragedies etc.), whether bail posting was successful or not. And that 'we' will be notified by telephone. That any and all information for contact etc. is "our" sole responsibility to keep current with "BB" or his designee in writing by "US POSTAL SERVICE return receipt requested" sent to the address as indicated above.

74. DLRLJSAC (u) "I/WE" understand and agree that if bail posting was attempted or duly posted it is not the responsibility of "BB" to obtain a transcript or delivery any of the respective judges "release order" to correctional facilities. "You" agree to have "BB" retain a "Vendor" at their own discretion on your behalf to fulfill these duties. You also understand that the "Vendor is compensated for being on "standby" and only one attempt to visit the jail to either retrieve a transcript or delivery a judge "release order". "BB" and or the Vendor is not responsible for any errors or omissions made by the Jail or Court on any of these documents and that any return visits to either the court or jail will be charged and billed against your collateral without further notices to 'us'.

75. DLRLJSAC (u) "I/WE" understand and agree that as per this private contract when bail is posted (bond is either signed by the judge or held by the court), as defined in the NY Criminal Procedure Law, "BB" is immediately "bound" whether the defendant is released from jail or not and premium, expenses and fees are Not refundable.

76. DLRLJSAC (u) "I/WE" understand and agree that as per this private contract even if "BB" is able to accept a bond back from the court or the court is willing to surrender the bond back to "BB" the premium, expenses and fees are not refundable.

77. DLJSRLAC (u) "I/WE" understand and agree that "WE" authorize "BB" to utilize any "Vendors" or their choosing without further notification or permissions by "Us" and charge "Us" the rates, costs, fees, expenses and reasonable attorney fees as described in this contract/agreement at the rates as stated in #15, #16 or #19 of this contract.

78. DLRLJSAC (u) "I/WE" understand and agree that bail application must be first reviewed and approved by "BB" back office prior to a bail posting attempt. "BB" reserves the right to withhold final approval for bail posting attempt and can deny the bail application at "BB" sole discretion even after payment has been made. "BB" reserves the right to choose to attempt to post bail at the times and day of "BB" sole discretion and makes no other promises except as stated herein regarding same.

79. DLRLJSAC (u) "I/WE" understand and agree that in the case that the bail is not posted for any reason and or additional consulting and or appearances are necessary by "BB" this agreement transforms into a professional bail consulting agreement in full effect and is governed under New York Civil Contract Law and that New York state Insurance Law & Regulation are Not binding or in effect under these circumstances.

80. DLRLJSAC (u) "I/WE" understand and agree that by signing this contract that any or all actions, terms, conditions, fees, expenses and costs are agreed to in advance in the event of any violations of this agreement.

81. DLJSRLAC (u) "I/WE" understand and agree to "Hold Harmless" "BB" its officers, designees, agents, vendors, employees, families, and or duly authorized individual, corporation or entity acting on their behalf from any and or all damages or injuries which may occur.

82. DLRLJSAC (u) "I/WE" understand and agree that we Do Not Have the Right to press criminal charges, sue or seek remedy against "BB" or "Vendor" or duly authorized individual engaged in the apprehension of the enforcement of this bail agreement and or contract, and "WE" further grant our Irrevocable consent and access and waive "Our" rights concerning this matter.

83. DLRLJSAC (u) "I/WE" understand and agree that during the course of this contract that "BB" agrees to stay on the bond, at their sole discretion, while I/we remain fully game fully employed at the salary we have admitted to or above when signing this contract and any change of "Our" employment status or loss of income, retirement etc. of any type must be reported to "BB" within 2 days in writing to the address listed on this document by US Postal Service Return Receipt Requested and failure to do so in a material breach of this bail contract.

84. DLRLJSAC (u) "I/WE" have read, understand and agree that "we" must never be arrested or rearrested or warrant and must also live a law abiding life. We further understand and agree that 'we' must and will contact "BB" in writing, if any change regarding this or any other matter does occur, and send our notarized notifications to the address listed on this document and will send utilizing US Postal Service Return Receipt Requested and failure to do so in a material breach of this bail contract.

DLJS Ac 10 "I/WE" have read, understand and agree that by signing this contract "WE" fully understand and agree with ALL the terms & conditions that will cause us to lose our premium and ALL collateral and will cause us future extended and costly financial loss and that each and every answer given on the bail application is true, up to date, accurate and without omission of any kind (We didn't leave anything out); and that it is "Our" burden alone to keep up to date in writing "BB" by US Postal Service Return Receipt Requested and failure to do so in is a material breach of this bail contract.

86. DLJS Ac 10 "I/WE" understand and agree regarding this contract that "BB" have agreed to consider leaving and or consider to attempt to post bail and May or Will assume costly financial liability for a defendant for an "appearance bond" that may assist in preserving a defendant's sacred "presumption of innocence" at their own discretion alone. We agree that if posting is successful than "BB" agrees to assist "Us" in maintaining the defendant's "presumption of innocence" by allowing the defendant to be free on bail utilizing a bond only while he/she is indeed "innocent until proven guilty" and or the defendant does not plead guilty and or no compelling evidence or charges previous, present or future exist. "I/WE" UNDERSTAND AND AGREE THAT WHEN THE PRESUMPTION OF INNOCENCE IS LOST WHEN A DEFENDANT PLEES, WILL PLEE, WILL BE SENTENCED OR IS FOUND GUILTY BY A JUDGE OR JURY FOR ANY CHARGE THAT THE PRESUMPTION OF INNOCENCE IS "LOST" AND THE DEFENDANT AND OR INDEMNITOR(S) MUST IMMEDIATELY NOTIFY THE BONDSMAN AND THE DEFENDANT MUST SURRENDER HIMSELF/HERSELF TO THE OFFICES OF THE BONDSMAN IMMEDIATELY FOR BOND REVOCATION & RETURN TO PLACED BACK TO CIVIL CUSTODY and JAIL.

87. DLJS Ac 10 "I/WE" affirm and or swear that we are not being compensated, paid, reimbursed, "hit-off" in any way shape or form by the defendant or any other party for bail consulting or bail bond posting attempt and that I/we separately or independently can be deemed voluntary or involuntary "complaining witnesses" on any criminal matter regarding this defendant or co defendant on any case in any jurisdiction.

88. DLJS Ac 10 "I/WE" understand and agree that "BB" will not monitor a defendant while out on bond if they are in patient at a "drug program" or any other "program", "counseling" etc., either voluntarily entered to or otherwise mandated by the court. In the case that BB does monitor the defendant it will be because "BB" will seek to limit BB liability and will strictly monitor to seek exoneration of bail and bond revocation without further notices to us at their sole discretion. "I/We" are solely responsible for and will be billed as indicated in #15, #16 or #19 of this contract and any and all costs will be deducted from collateral on file and any balance payment is due by "Us" to "BB" upon demand.

89. DLJS Ac 10 "I/WE" have read, understand and agree to the terms and conditions, rules and regulations of this contract and by signing and or initialing this contract THAT IT IS IN FULL EFFECT and constitute our first and final notifications of rules regulations, responsibilities and warnings made to any and all indemnitors and defendant regarding the entire agreement, rules regulations, agreements and responsibilities. And that it is our responsibility to seek professional legal advice as we see fit and keep in full awareness and up to date with the defendant, his whereabouts, all his information and the defendant criminal case(s) and relay same to the liability holder "BB" of this contract. Failure to do so constitute a material breach of this contract, expenses will be incurred and defendant if out on bail will be returned to jail and or court custody.

By signing below "I / We" attest/affirm/agree that "I/WE" have read, understand and agree to the terms and conditions, rules and regulations of this contract and by signing and / or initialing this contract and THAT IT IS NOW IN FULL EFFECT and legally binding to the contract signers. By Signing and or initialing same "I/WE" acknowledge that "I/WE" have read, understood, agreed and received a copy of the contracts as we UNDERSTAND AND AGREE to any and all the terms and conditions contained in this contract and that any and all questions and information given are by "I/We" are truthful, complete and without any omissions (didn't leave anything out) and "WE" had any and all of our questions answered to our satisfaction and sought legal counsel of our choosing and at our sole discretion prior to signing this private contract governed under New York Civil Contract Law.

X <u>[Signature]</u> Client / Guarantor / Indemnitor Signature	<u>David Lopez</u> PRINT NAME	<u>12-7-11</u> Date
X <u>[Signature]</u> Client / Guarantor / Indemnitor Signature	<u>RAMON LOPEZ</u> PRINT NAME	<u>12-7-11</u> Date
X <u>[Signature]</u> Client / Guarantor / Indemnitor Signature	<u>Jafrizy Sanchez</u> PRINT NAME	<u>12-7-11</u> Date
X <u>[Signature]</u> Client / Guarantor / Indemnitor Signature	<u>Anselmo Carter</u> PRINT NAME	<u>12-7-11</u> Date
X <u>[Signature]</u> Client / Guarantor / Indemnitor Signature	<u>Ramon Lopez</u> PRINT NAME	<u>12-9-11</u> Date
X _____ Client / Guarantor / Indemnitor Signature	PRINT NAME	Date
X _____ Client / Guarantor / Indemnitor Signature	PRINT NAME	Date
X _____ Client / Guarantor / Indemnitor Signature	PRINT NAME	Date

DEFENDANTS SIGNATURE ONLY PRINT NAME Date  
For Company Use Only (+ KYPIE HZDY XPIETE O BEDI EAEHON HMALE Code = + OKTO ENA ENDEKA +) Authorization:

THIS AGREEMENT is made between the undersigned, David Lopez, Ramon Lopez, Angelmo Carter hereinafter the Indemnitor(s), and THE NORTH RIVER INSURANCE COMPANY, hereinafter called Surety, and George Zouvalis.

WITNESSETH:

WHEREAS, the Surety has executed, or is about to execute in behalf of and/or at the instance of the Indemnitor(s), the bond of undertaking described in the foregoing application, upon the security and indemnity herein provided, which application is hereby referred to and made a part of this agreement.

NOW THEREFORE, in consideration of the execution by the Surety of such bond of undertaking, the Indemnitor(s) covenants(s) and agrees(s) with the Surety as follows:

- The Indemnitor(s) will pay the Surety, or its duly authorized agent, the premium(s) specified in said application.
- The Indemnitor(s) will at all times indemnify and keep indemnified the Surety and save harmless the Surety from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements and expenses of every kind and nature, which the Surety shall at any time sustain or incur, and as well from all orders, decrees, judgments and adjudications against the Surety by reason or in consequence of having executed such bond of undertaking in behalf of and/or at the instance of the Indemnitor(s) (or any of them) and will pay over, reimburse and make good to the Surety, its successors and assigns, all sums and amounts of money required to meet every claim, demand, liability, costs, expense, suit, order, decree, payment and/or adjudication against the Surety by reason of the execution of such bond of undertaking and any other bonds or undertakings executed in behalf of and/or at the instance of the Indemnitor(s) and before the Surety shall be required to pay thereunder. The liability for legal fees and disbursements includes all legal fees and disbursements that the Surety may pay or incur in any legal proceedings, including proceedings in which the Surety may assert or defend its right to collect or to charge for any legal fees and/or disbursements incurred in earlier proceedings.
- The Indemnitor(s) will immediately notify the Surety of the making of any demand or the paying of any notice or the commencement of any proceeding or the fixing of any liability which the Surety may be required to discharge by reason of the execution of any such bond of undertaking.
- The vouchers or other evidence of payment by the Surety, in discharge of any liability under or incurred in connection with any such bond of undertaking, or incurred in connection with any collateral held by the Surety, shall be conclusive evidence against the Indemnitor(s) of the fact and amount of the liability of the Indemnitor(s) to the Surety.
- In the event the Surety executes any bond or undertaking with Co-Sureties, or reinsures any portion of any such bond or undertaking, or procures the execution of any such bond or undertaking, the Indemnitor(s) agree(s) that all of the terms and conditions of this instrument shall apply to and operate for the benefit of the Surety, the procured sureties and/or co-sureties and/or reinsurers as their respective interests may appear.
- The Surety shall have the right at any time, without notice to the Indemnitor(s), to transfer and assign this agreement and/or the collateral pledged hereunder, to any person, Reinsurer, Co-Surety, Surety or Insurance Surety which may take over and assume, in whole or in part, the obligation of the Surety under any such bond or undertaking and thereupon the transferee shall become vested with all the powers and rights given to the Surety hereunder and the Surety shall be relieved and fully discharged from any liability or responsibility for said collateral under this agreement.
- The Indemnitor(s) agree(s) that the Surety may at any time take such steps as it may deem necessary to obtain its release from any and all liability under any of said bonds or undertakings, and it shall not be necessary for the Surety to give the Indemnitor(s) notice of any fact or information coming to the Surety's notice or knowledge concerning or affecting its rights or liability under any such bond or undertaking, notice of all such being hereby expressly waived; and that the Surety may secure and further indemnify itself against loss, damages and/or expenses in connection with any such bond or undertaking in any manner it may think proper, including surrender of the defendant (either before or after forfeiture and/or payment) if the Surety shall deem the same advisable; and all expenses which the Surety may sustain or incur in obtaining such release or in further securing itself against loss shall be borne and paid by the Indemnitor(s).
- The Indemnitor(s) hereby authorize(s) any attorney of any court of record to appear for him/her or them in and before any court, in any action, suit or proceeding, and receive process on behalf of the Indemnitor(s), or waive the hearing and service of process, and enter or confess judgment, or permit judgment to be entered, against the Indemnitor(s) jointly and/or jointly and severally in favor of the Surety, for the amount of any forfeitures which may be taken against the Surety on the said bond or undertaking and for the amount of any and all sums hereinabove in paragraphs 1, 2 and 7 referred to; and to release all error and waive all right to stay of execution or appeal; and to do and perform all acts and execute all papers in the name of Indemnitor(s) in order to carry into effect the authority hereinabove given in as full and ample manner as the Indemnitor(s) might do if personally present; hereby ratifying and confirming all that the said attorney shall do or cause to be done by virtue thereof and the Indemnitor(s) hereby irrevocably waive(s) the benefit or advantage of any and all valuation, stay, appraisal or homestead exemption law or laws of any state of the United States, now in force or hereafter enacted.
- This instrument shall be binding not only upon the Indemnitor (or Indemnitors, jointly and/or jointly and severally), but as well upon the heirs, executors, administrators, successors and assigns of the Indemnitor(s).
- The Surety reserves the right to decline to issue the bond for which application is hereby made, and no claim shall be made against the Surety in consequence of its failure to execute such bond; nor shall any claim be made in case the bond, if executed, be not accepted by or on behalf of the obligee.
- The Indemnitor(s) hereby warrant(s) that the foregoing declarations made and answers given are the truth without reservation and are made for the purpose of including the Surety to become surety or to procure suretyship on the bond or undertaking applied for herein, with the intent and purpose that they be fully relied on.
- The Surety shall not be first obliged to proceed against the principal(s) on any such bond or undertaking before having recourse against the Indemnitor(s) or any of them, the Indemnitor(s) hereby expressly waiving the benefit or any law requiring the Surety to make claim upon or proceed or enforce its remedies against the principal(s) before making demand upon or proceeding and/or enforcing its remedies against any Indemnitor.
- The acceptance of this Agreement and of the Indemnitor(s) agreement to pay premiums on the execution and on the continuance of said bond(s) on undertaking(s), and/or the acceptance at any time by the Surety of the other collateral security or agreement, shall not in any way abridge or limit the right of the Surety to be subrogated to any right or remedy, or limit any right or remedy which the Surety may otherwise have, acquire, exercise or enforce under this or any other agreement or by law allowed, and the Surety shall have every right and remedy which an individual surety acting without compensation would have, all such rights being construed to be cumulative and for the sole benefit of the Surety, its successors and/or its assigns.
- If any provision or provisions of this instrument be void or unenforceable under the laws of any place governing its construction or enforcement, this instrument shall not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provision or provisions were omitted.
- In making application for the hereinabove described Ball Bond, we warrant all of the statements made on the reverse of this instrument to be true and we agree to advise the Surety or its agent of any change (especially change of address) within 48 hours after such change has occurred and agree that any failure to so notify shall be cause for the immediate surrender of the defendant without any liability for the return of any part of the premium.
- For good and valuable consideration, the undersigned principal agrees to indemnify and hold harmless the Surety or its agent for all losses not otherwise prohibited by law or by rules of the Department of Insurance, & Contract Law.

IN TESTIMONY WHEREOF we have hereunto set our hand and affixed our seals this

7<sup>th</sup> day of December, 2011

THE PREMIUM PAID ON THIS BOND IS NOT RETURNABLE

Defendant Signature Ramon Lopez

Indemnitor Signature Ramon Lopez Employment Hill Inc.

Name Ramon Lopez Address 1916 George St City Ridgewood Zip 11385

Phone 917-595-0277 Driver's Lic. 939-982-013 S.S. No. 075-66-8706 D.O.B. 2-5-82

Spouse \_\_\_\_\_ Employer \_\_\_\_\_

Reference (Personal or Credit)

- Ramon Feliciano 137 Wilson Ave Bklyn, NY 11221 Relation Friend
- Rajan Dominguez 183 S. Ellis St Bklyn, NY Relation Friend
- \_\_\_\_\_ Relation \_\_\_\_\_

Indemnitor Signature Ramon Lopez Employment Social Security Administration

Name Ramon Lopez Address 723 Knickerbocker Ave City Bklyn Zip 11237

Phone 347-533-6848 Driver's Lic. 54-799-965 S.S. No. 131-50-6653 D.O.B. 11-4-57

Spouse Yolanda Lopez Employer \_\_\_\_\_

Reference (Personal or Credit)

- Yolanda Lopez 723 Knickerbocker Ave Bklyn, NY 11237 Relation Wife
- Maria Coca 181 Starr St Bklyn, NY 11237 Relation Friend
- \_\_\_\_\_ Relation \_\_\_\_\_

Indemnitor Signature Angelmo Carter Employment \_\_\_\_\_

Name Angelmo Carter Address 649 Knickerbocker Ave City Bklyn Zip 11231

Phone 917-533-4429 Driver's Lic. \_\_\_\_\_ S.S. No. 058-54-2802 D.O.B. 08-04-1961

Spouse \_\_\_\_\_ Employer Beth Israel Medical Center

Reference (Personal or Credit)

- Rigra Desosa 649 Knickerbocker Ave Bklyn, NY 11231 Relation mother
- Bernia Desosa 131 Starr St Bklyn, NY 11237 Relation Daughter
- \_\_\_\_\_ Relation \_\_\_\_\_

STATE OF New York COUNTY OF QueensOn this 11 day of December, 2011I, David Lopez, Ramon Lopez, before me personally appeared \_\_\_\_\_

to me known to be the person described in and who executed the foregoing instrument and \_\_\_\_\_ thereupon acknowledged to me that \_\_\_\_\_ executed the same.

My Commission Expires: March 12, 2015George Zouvalis  
NY Notary Public

# EXHIBIT “F”

Independent Contractor And or the Bail Agent G. Zouvelos NY State Lic. # BB 535717  
 Located 75 Smith Street, Brooklyn, NY 11201 and on 100 Avenue C, Brooklyn, NY 11203 and  
 Tel: (718) 722-1129 and (212) 608-6200

# FOR DEFENDANT ONLY

## SUPPLEMENATAL AGREEMENT / CHECKLIST FOR BAIL CONTRACT

RAMON LOPEZ

Offense Case #: 2011KN095624 Power #: T360 - 50706503 Amount: \$100,000.00

I have read and had explained to me and understand the following terms and conditions of the Bail Agent (hereinafter called BB) executing the above Surety Bail Bonds in my behalf:

1. The Bail Agent shall have control and jurisdiction over me during the term for which my bail bond(s) is executed and shall have the right to apprehend and surrender me to the proper officials at any time for violation of my bail bond(s) obligations to the Court and BB as provided by NY Criminal Procedure Law 530.80.
2. It is understood and agreed that any one of the following actions by me shall constitute a breach of my obligations to BB and/or its Agents and BB or its Agents and or Independent Contractors shall have the right to forthwith apprehend and surrender me in exoneration of my bail bond(s) at the sole cost to my Indemnitors as described in the contract pertaining to this bail:
  - a. If I depart the jurisdiction of the Court without the written consent of BB.
  - b. If I shall move from one address even to another for any period of time and or change my phone number without notifying BB in Writing Certified Mail Return Receipt Requested for either.
  - c. If I commit any act, which shall constitute evidence to at BB's sole discretion of my intention to cause a forfeiture and or material breach my bail bond and or bail bond contract(s).
  - d. If I am arrested and incarcerated for any offense other than a minor traffic violation.
  - e. If I make any material false statement in my Bail Bond Application(s) and or Contract(s) with BB.
  - f. If I fail to make my weekly in-person sign-ins with the office on Tuesday and or Thursday in addition to signing-in for each every court date, with proper identification.
  - g. I understand that the bail bond is to assist me maintain my 'presumption of innocence' and or help me by being out of jail so that I can prepare myself for an incarceration and that if I should plead guilty the rights to stay out on this bail bond is hereby revoked and must immediately surrender myself to BB so they can exonerate my bail and I can begin serving my sentence.
3. If I depart the jurisdiction of the Court wherein my bail bond(s) is posted by BB for any reason, and I am captured by BB, and/or its Agent, or any law enforcement agency, in a State other than the one in which my bail bond(s) is posted, I hereby agree to voluntarily return to the State of original jurisdiction, and I hereby waive extradition proceedings and further consent to the application of such reasonable force as may be necessary to effect such return.
4. I hereby waive any and all rights I may have under Title 28 Privacy Act - Freedom of Information Act, Title 6, Fair Credit Reporting Act, and any such local or State law. I consent to and authorize BB and/or its Agent, to obtain any and all private or public information and/or records concerning me from any party or agency, private or governmental (local, State, Federal), including, but not limited to, Social Security Records, criminal records, civil records, driving records, telephone records, medical records, school records, worker compensation records, employment records at any time. I authorize without reservation, any party or agency, private or governmental (local, State, Federal), contacted by BB, and/or its Agent, to furnish any and all private and public information and records in their possession concerning me to BB, and/or its Agent.

### FOR DEFENDANT TO AGREE TO AND SIGN ONLY

X Ramon Lopez 9-15-79 052-64-0768  
 SIGNATURE OF DEFENDANT DATE OF BIRTH SOCIAL SECURITY NUMBER  
Ramon A. Lopez  
 PRINTED FULL LEGAL NAME and ADDRESS

Notary  
 SIGNATURE OF WITNESS CITY, STATE, ZIP CODE  
 STATE OF NY COUNTY OF Queens  
 sworn to and subscribed before me this day of Nov  
 of 2014 in the year 2014  
 My Commission Expires: March 2015

EXHIBIT "F"

George Zouvelos  
NY BAIL BONDSMAN  
75 Smith St. Brooklyn, NY 11201

George Zouvelos  
NY BAIL BONDSMAN  
75 Smith St. Brooklyn, NY 11201

# Defendant/INDEMNITOR/GUARANTOR CHECK LIST

DATE 12/7/11 & 12/9/11 BAIL AMOUNT \$ 100,000  
 DEFENDANT Ramon Lopez PREMIUM AMOUNT \$ 6,260  
 JAIL OBCC AMOUNT PAID DOWN \$ TBD  
 BAIL BOND # TBD CASH COLLATERAL \$ TBD

- DLRL 1. I have read and received a copy of the standard The North River Insurance Company Agreement for surety bail bond.
- DLRL 2. This indemnitor/guarantor checklist is intended to clarify and explain the standard The North River Insurance Company Agreement for surety bail bond.
- DLRL 3. I understand I am responsible to make the payments for money due on the premium as described above. Finance charges are computed on unpaid balances on the 30th day of each month at the rate of 9.9% percent per annum. There is a 4% percent late fee on all scheduled payments not received within five days of the due date. (Note: The insurance company is not a party to any premium financing. Any financial agreement is strictly between the bail agent/agency and indemnitor.)
- DLRL 4. I understand I am required to pay the amount of the bail premium every year, in advance hereafter, until the surety is legally discharged from all liability on the bonds posted. (States with Renewable Premiums).
- DLRL 5. A forfeiture of the bail will be entered by the court if the defendant fails to make any court appearance. I understand that, if the bond is ordered forfeited and it is not ordered reinstated, or exonerated within the time allowed by law, I must pay the full amount of the bail forfeited plus expenses to the bail agent/agency.
- DLRL 6. I understand I am responsible if it becomes necessary to arrest and surrender the defendant and that I am responsible for paying all reasonable costs incurred for locating, apprehending, transporting and surrendering the defendant to custody. Investigation costs will begin to accrue after a court forfeiture or when any co-signer requests the defendant be placed back in custody or when any condition exists as defined in the bail bond agreement. If no investigation costs have been incurred prior to a voluntary surrender of defendant at the jail facility of the court specified on the bail receipt, there will be no investigation cost charged. Reasonable court costs, as described in Private Bail the checklist, will be charged, if applicable, and a receipt will be provided.
- DLRL 7. I understand that, if the bail is ordered forfeited by the court, I am responsible to pay court costs and reasonable appearance or attorney's fees (a minimum of \$ per contract ) for the bail agent to reinstate or exonerate the bail bond, if necessary.
- DLRL 8. I understand that, if I breach the bail bond agreement by non-payment or any other action as defined by the bail agreement, I am responsible for any collection actions taken, including attorney's fees and costs.
- DLRL 9. I understand that my collateral cannot be released until all bonds posted on my behalf for defendant have been exonerated and written notice from the court received by the bail agency.
- DLRL 10. I understand that substitution of collateral is done at the discretion of the surety and the bail bonding agency. There are no agreements to substitute collateral at a future date.
- DLRL 11. I understand that it is my responsibility to request return of any collateral provided. There may be a delay of return of collateral until the bail agency has researched the exonerated date and verified the bail bond status with the appropriate courts. This process may be done faster if I obtain written verification of the bond exonerated from the court and provide it to the bail agency.
- DLRL 12. This checklist is intended to explain and clarify the standard The North River Insurance Company Agreement for Surety Bail, which is the entire contract with the bail agency. I understand that there are no additional terms nor are there any exemptions to the contract, either in writing or verbally, that limit my responsibility under the bail agreement.
- DLRL 13. I declare that all statements made on the application and financial statement are true. I agree to notify the bail agency within 48 hours of any changes, including, but not limited to, any change of address, or employment of either myself or the criminal defendant.
- DLRL 14. I understand the obligations under this agreement are joint and several. This means that I may be held solely and individually liable for up to the full amount owed for any and all charges, even if there are other cosigners on the agreement.
- DLRL 15. Agreement of Venue: I agree that if legal action between the parties concerning this bail bond is brought, it shall be brought in and before a federal or state court in United States District Court, Southern District of New York and in the State of New York county county.

I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE TERMS.

SIGNATURE:

Ramon Lopez  
Indemnitor

SIGNATURE:

Ramon Lopez  
12/9/11

**George Zouvelos**  
NY Bail Bondsman  
75 Smith St. Brooklyn, NY 11201

AGENT \_\_\_\_\_ DATE OF APPLICATION 12/7/11 - 12/9/11

Offense 130.65 01, 130.55 00 Case # 2011KN095625 Power # \_\_\_\_\_ Amount \$100,000

Offense 135.05 00, 130.52 00 Case # 2011KN095625 Power # \_\_\_\_\_ Amount \$100,000

Offense 240.26 01, 130.55 00 Case # 2011KN095625 Power # \_\_\_\_\_ Amount \$100,000

Offense 130.56 00, 130.65 01 Case # 2011KN095625 Power # \_\_\_\_\_ Amount \$100,000.00

Total Bond Amount \$100,000.00

Court Supreme Appearance Date December 09, 2011 Time 9:00am

Defendant's Full Name (First, Middle, Last) Ramon Lopez Phone (718) 612-4679

Alias/Nickname/Street Name \_\_\_\_\_

Date of Birth 09-18-1979 Place of Birth Brooklyn, NY Social Security No. \_\_\_\_\_ Height 6'1 Weight 210 lbs

Eye Color Brown Hair Color Black Race Hispanic Scars/Tattoos/Marks, etc. NONE

Address 223 Knickerbocker Avenue Apt. # 2L ( ) Own (X) Rent Landlord \_\_\_\_\_

City Brooklyn State/Zip Code NY 11237 Previous Address \_\_\_\_\_

Present Occupation(s) Unemployed Previous Occupation(s) N/A

Employer N/A Shift N/A How Long \_\_\_\_\_

Address N/A Job Title N/A Phone N/A

Previous Employer N/A How Long \_\_\_\_\_

Union N/A Local # N/A

Spouse Full Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security No. \_\_\_\_\_

Maiden Name \_\_\_\_\_ Occupation(s) \_\_\_\_\_

Employer \_\_\_\_\_ Shift \_\_\_\_\_ How Long \_\_\_\_\_

Address \_\_\_\_\_ Job Title \_\_\_\_\_ Phone \_\_\_\_\_

Age 2y10 Child's Name/Address Ava Lopez School/Employer \_\_\_\_\_ Phone \_\_\_\_\_

Auto Year 2009 Make Suburban Model \_\_\_\_\_ Color Black Tag# \_\_\_\_\_ State NY

Amount Owed \_\_\_\_\_ Lien Holder \_\_\_\_\_

Insurance Agent/Company N

Driver's License # \_\_\_\_\_ State New York Expiration \_\_\_\_\_

Previous Arrests for NONE Where N/A

On Probation/Parole? N/A Where N/A Probation/Parole Officer N/A

Credit Card Company N/A Account # N/A

Credit Card Company N/A Account # N/A

Attorney \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

RELATIVES/FRIENDS	ADDRESS, CITY, STATE, ZIP	PHONE
Mother <u>Ramon Lopez Sr</u>	<u>223 Knickerbocker Ave, Brooklyn, NY 11237</u>	<u>(718) 612-4679</u>
Father _____	_____	_____
Brother <u>David Lopez</u>	<u>917 Calverton Avenue, Brooklyn, NY 11203</u>	<u>(971) 915-0227</u>
Brother _____	_____	_____
Sister _____	_____	_____
Sister _____	_____	_____
Sister _____	_____	_____
M-Law _____	_____	_____
F-Law _____	_____	_____
Gr. Parents _____	_____	_____
Best Friend _____	_____	_____
Ex Spouse _____	_____	_____

I have read and had explained to me and understand the following terms and conditions of THE NORTH RIVER INSURANCE COMPANY (hereinafter called COMPANY) executing the above listed Surety Ball Bonds on my behalf:

- COMPANY shall have control and jurisdiction over me during the term for which my ball bond(s) is executed and shall have the right to apprehend and surrender me to the proper officials at any time for violation of my ball bond(s) obligations to the Court and COMPANY as provided by law.
- It is understood and agreed that any one of the following actions by me shall constitute a breach of my obligations to COMPANY and that COMPANY and/or its Agent shall have the right to forthwith apprehend and surrender me in execution of my ball bond(s):
  - If I depart the jurisdiction of the court without written consent of the court and COMPANY or its Agent.
  - If I shall move from one address to another or change my phone number without notifying COMPANY and/or its Agent.
  - If I commit any act which shall constitute reasonable evidence of my intention to cause a forfeiture of my ball bond(s).
  - If I am arrested and incarcerated for any offense other than a minor traffic violation.
  - If I make any material false statement in my Ball Bond Application and Contract with COMPANY.
- If I depart the jurisdiction of the Court wherein my ball bond(s) is posted by COMPANY for any reason, and I am captured by COMPANY and/or its Agent, or any law enforcement agency, in a State other than the one in which my ball bond(s) is posted, I hereby agree to voluntarily return to the State of original jurisdiction, and I hereby waive extradition proceedings and further consent to the application of such reasonable force as may be necessary to effect such return.
- I hereby waive any and all rights I may have under Title 29 Privacy Act - Freedom of Information Act, Title 8, Fair Credit Reporting Act, and any such local or State law. I consent to and authorize COMPANY, and/or its Agent, to obtain any and all private or public information and/or records concerning me from any party or agency, private or governmental (local, State, Federal), including, but not limited to, Social Security Records, criminal records, civil records, driving records, telephone records, medical records, school records, workers compensation records, and employment records. I authorize, without reservation, any party or agency, private or governmental (local, State, Federal), contacted by COMPANY and/or its Agent, to furnish any and all private and public information and records in their possession concerning me to COMPANY and/or its Agent.

Signature of Defendant R. A. Lopez

Date 12-9-11

George Zouvelos  
NY BAIL BONDSMAN  
75 Smith St. Brooklyn, NY 11201

George Zouvelos  
NY BAIL BONDSMAN  
75 Smith St. Brooklyn, NY 11201

George Zouvelos  
NY BAIL BONDSMAN  
75 Smith St. Brooklyn, NY 11201

# AGREEMENT FOR SURETY BAIL BOND

Offense 130.65, 130.55, 130.52 Case # 2011KN095829 Power # TBD Amount \$100K Bond.

Offense \_\_\_\_\_ Case # \_\_\_\_\_ Power # \_\_\_\_\_ Amount \_\_\_\_\_

Offense \_\_\_\_\_ Case # \_\_\_\_\_ Power # \_\_\_\_\_ Amount \_\_\_\_\_

Offense \_\_\_\_\_ Case # \_\_\_\_\_ Power # \_\_\_\_\_ Amount \_\_\_\_\_

I have read and had explained to me and understand the following terms and conditions of **THE NORTH RIVER INSURANCE COMPANY** (hereinafter called "**COMPANY**") executing the above-listed Surety bail bonds on my behalf:

1. **COMPANY** shall have control and jurisdiction over me during the term for which my bail bond(s) is executed and shall have the right to apprehend and surrender me to the proper officials at any time for violation of my bail bond(s) obligations to the Court and **COMPANY**, as provided by law.
2. It is understood and agreed that any one of the following actions by me shall constitute a breach of my obligations to **COMPANY** and that **COMPANY** and/or its Agent shall have the right to forthwith apprehend and surrender me in exoneration of my bail bond(s):
  - a. If I depart the jurisdiction of the Court without the written consent of the Court and **COMPANY** or its Agent.
  - b. If I shall move from one address to another or change my phone number without notifying **COMPANY** and/or its Agent.
  - c. If I commit any act which shall constitute reasonable evidence of my intention to cause a forfeiture of my bail bond(s).
  - d. If I am arrested and incarcerated for any offense other than a minor traffic violation.
  - e. If I make any material false statement in my Bail Bond Application and Contract with **COMPANY**.
3. If I depart the jurisdiction of the Court wherein my bail bond(s) is posted by **COMPANY** for any reason, and I am captured by **COMPANY** and/or its Agent, or any law enforcement agency, in a State other than the one in which my bail bond(s) is posted, I hereby agree to voluntarily return to the State of original jurisdiction, and I hereby waive extradition proceedings and further consent to the application of such reasonable force as necessary to effect such return.
4. I hereby waive any and all rights I may have under Title 28 Privacy Act - Freedom of Information Act, Title 6, Fair Credit Reporting Act, and any such local or State law. I consent to and authorize **COMPANY** and/or its Agent to obtain any and all private or public information and/or records concerning me from any party or agency, private or governmental (local, State, Federal), including, but not limited to, Social Security records, criminal records, civil records, driving records, telephone records, medical records, school records, workers compensation records, and employment records. I authorize, without reservation, any party or agency, private or governmental (local, State, Federal), contacted by **COMPANY** and/or its Agent to furnish any and all private and public information and records in their possession concerning me to **COMPANY** and/or its Agent.

Signature of Defendant

Date of Birth

Social Security Number

Printed Full Legal Name

Address

Signature of Witness

CITY, STATE, ZIP CODE

STATE OF

COUNTY OF

Subscribed and sworn to before me this

day of

My Commission Expires:

Notary Public

ADERO GAUDIN  
Notary Public, State of New York No.  
01GA6162572  
Qualified in Queens County Commission  
Expires March 12, 2015

George Zouvelos  
NY BAIL BONDSMAN  
75 Smith St. Brooklyn, NY 11201

**DEFENDANT BASIC BAIL RULES & CONDITIONS, AGREEMENT & NOTICES**

Defendant Name: Ramon Lopez Docket/Indictment #: 2011KN09564 NYSID #: 094137405  
 Bond Amount: 100,000.00 Boro: Kings Other: \_\_\_\_\_

*Read this document & all the contracts very carefully before you agree. If you do not understand please stop & ask a question!*

As per your release from court or jail on as noted on your application and or certification of bail and or discharge form, this letter is to reconfirm your responsibilities as the defendant and our supervision of you while your court case is still active (until you and your indemnitor prove otherwise as listed in the contract previously agreed to; Upon your release from custody (Jail), The person(s) (herby known as Indemnitors) who sought the services of the bail agent and or other consultants, agreed to notify you the defendant that you (the defendant) MUST report within 24 hours of your release time (this will be confirmed) to our bail bond office. If Bail was done in Brooklyn to the office located only at 75 Smith Street, Brooklyn, NY 11201 or if the paperwork was completed in Manhattan at 81 Baxter Street, Manhattan, New York 10013 (No Exceptions) or report to:

you can receive further instructions concerning your bail, complete contractual paper-work and have your photograph (pictures) taken.

- 1) In addition, you understand and agree that you MUST report weekly to the office designated (assigned to you) every week and that you are responsible for this weekly reporting for the entire duration of your bail bond contract. And that while you are out on bail bond and will be responsible to the bondsman under the bail agreement for the entire duration (duration means; until the date and time you or your Indemnitor(s) (person(s) who paid your bail) brings to us by hand, a certified court disposition letter clearly marked "BAIL EXONERATED" with an official raised court seal and duly signed (You and/or your Indemnitor(s) alone are responsible to get from the court and pay \$10.00) with the original copy of the collateral receipt.)
- 2) You understand and agree that it is a condition of your bail that you report to this office on a weekly basis every Tuesday or Thursday (physically appear with your identification) between the hours of 9:30 am (0930 hours) to 5:30 pm (1730 hours), to check-in and inform us of your future court dates. You are at all times behaving in a civil, polite, and patient manner while you are in and around the bail bond office. While at the bail bond office, you are to mute your cell phone and or beepers, remove sunglasses, head rags, caps, hats, and present your identification to the bondsman or his office designee and sign-in and fully cooperate with any and all instructions without causing any disruptions or disturbances. The office gets bust and the bondsman or his designee will get to you as soon as possible. Your doubled parked car or any other issues that may cause you haste or to rush is not the bondsman's concern so be prepared to be delayed in the office, if need be, without being further rushed, inconvenienced or stressed. While at the office, your to advise in writing sent to the bail agent by certified mail return receipt requested, of any and all police, probation, parole, immigration, or law enforcement contact, as well as any and all change(s) of information listed or left blank on the bail application which includes, but are not limited to; your own and you Indemnitor(s) address, telephone/cellular numbers, or place of employment, etc. It is also very important that you continue to do so until the final disposition of your case as clearly described in letter #1 above. You understand that if the bail agent and or contractors unearth (find) any information that should have been reported to the bail agent as stated above that the contract holder and or bondsman will return you to jail and your indemnitors will be billed for any and all expenses and attorney fees as necessary.
- 3) Unless you have already been notified of a court date at the time of your release, the court will notify you by mail of your hearing date(s) and time(s). You are to notify us of the same information (if you are unaware of your next court please feel free to ask us, but it is your responsibility to ask us, but it is your responsibility alone to get such important information from your attorney or legal representative). However, it is your responsibility to keep up to date with what you are required to do and when you are to appear in court.
- 4) You must report to your hearing on the date and time specified by the court. Failure to do so may result in legal action by the court and by this office. Court begins at 9:00am (0900 hours) and you must be physically present no later than 9:30am (0930 hours) and make contact with your attorney or legal representative. If you are unable to make contact with your attorney or legal representative or do not know who the attorney is make certain that you notify a court personnel and tell them you are there for your court date. While in court, listen carefully for your case to be called, do not talk, sleep, read, utilize cellular telephones, or make any other noise. You can and will be arrested in court by law enforcement if you are found to be unruly and this violates the conditions of your bail.
- 5) You as the defendant are required to have an attorney present with you at all court proceedings and you must also notify this office that you have retained council or who your public defender is with his/her contact information.
- 6) It is mandatory (YOU MUST) that you as the defendant must not leave your county of residence without notifying this office until final disposition of your case and you have followed description as stated in #1 above for the release from our supervision and bail terms and conditions in your bail agreement. It is our responsibility to supervise you while you are released on our bond. **LEAVING THE STATE OF NEW YORK IS A CLEAR VIOLATION** and you may and will be remanded and released to the jail facility if you violate this or any other terms and conditions of the bail agreement.
- 7) Until the final disposition of your case, as described in paragraph #1, you are required to provide this office with the proper documentation from the courts stating that your case has been finalized; one way or another.
- 8) **FAILURE TO ABIDE BY THE TERMS AND CONDITIONS OF YOUR RELEASE WILL RESULT IN THE REVOCATION OF YOUR BAIL** (you will be taken back to jail and or the custody of the court as prescribed by law).
- 9) By signing this agreement I, agree to "HOLD HARMLESS" (not hold responsible) and agree NOT TO FILE or cause to be filed in any Criminal or Civil charges or Regulatory Complaints against the Bondsman, the Bail Company, Heirs, The Insurance Company George Tower staff, their Designee(s), Enforcement Agents, Investigators, and or any vendors, partners, or affiliates from any responsibility whatsoever, in cases that may arise from me being detained, surrendered to the court or jail, or wrongfully rearrested for any reason whatsoever by any and all of the parties listed above.
- 10) You understand and agree that if any courier, enforcement, compliance, skip-tracking, case tracking, or investigative work needs to be completed, at the sole discretion of the contract issuer and or bondsman, on your behalf the collateral being held will be charged, the overages billed separately and that you alone are responsible to pay back the Indemnitor(s) for any and all charges & funds.

**BY SIGNING BELOW YOU CERTIFY THAT YOU HAVE READ, AGREE, UNDERSTAND, SIGNED AND RECEIVED A COPY OF ALL OF THE ABOVE TERMS AND CONDITIONS ON YOUR OWN FREE WILL (were not forced to sign); AND THAT YOU ARE NOT UNDER THE INFLUENCE OF DRUGS AND OR ALCOHOL OR AM MENTALLY INCOMPACITATED**

DEFENDANT SIGNATURE: \_\_\_\_\_

PRINT: Ramon Lopez

INDEMNITOR/GUARANTOR  
CHECKLIST

Contractor And or Bail Agent G. Zouvalos New York State Lic. # BB 635717 Herby Known As "BB"  
Offices Located 75 Smith Street, Brooklyn, NY 11201 and or 81 Baxter Street Manhattan NY 10013  
(718) 722-1129 and (212) 608-8200

Defendant Name: Ramon Lopez NYSID #: 094132405 County: KINGS NY

I UNDERSTAND AND AGREE THAT THIS FORM IS SUPPLEMENTAL TO THE CONTRACT I/WE HAVE AGREED TO.

(Initial Here)

- 1 1. I have read and received a copy of the standard BB bail bond agreement.
- 2 2. This indemnitor/guarantor checklist is intended to clarify and explain the standard BB private consulting contracts and or bail bond attempt to post agreement.
- 3 3. I understand I am responsible to make the payments for money due on the premium as described above. Finance charges are computed on unpaid balances on the 30th day of each month at a rate of 9 percent per annum. There is a 5 percent late fee on all scheduled payments not received within five days of the due date.
- 4 4. I understand I am required to pay the amount of the bail premium every year in advance hereafter, until the surety is legally discharged from all liability on the bond(s) posted, (where allowed)
- 5 5. I understand that if the defendant does not appear for each and every scheduled court appearance until the bond is exonerated, that the court may forfeit the bond and that I will be responsible for paying the full amount of the bond plus associated expenses to the bail agency unless the bond is either reinstated or exonerated within the time allowed by law.
- 6 6. I understand that if the court forfeits the bail bond at any time, I will be responsible for any expenses, including court costs, incurred to either reinstate or exonerate the bond.
- 7 7. I understand I am responsible if it becomes necessary to arrest and surrender the defendant. That I am responsible for paying for investigation, location and apprehension time; this is billed at a rate of 15-20 per hour OF Bond amount. ~~Investigator plus expenses or percent of bond whichever is greater. Investigation costs will begin to accrue after a court forfeiture or when any co-signer requests the defendant be placed back in custody or when any condition exists as defined in the bail bond agreement. Specifically, but not limited to Sections Five and Eleven. If no investigation costs have been incurred prior to a voluntary surrender of defendant at the jail facility of the court specified on the bail receipt there will be no investigation cost charged. Reasonable court costs, as described in Paragraph 8 of this checklist, will be charged if applicable and a receipt will be provided.~~
- 8 8. I understand that if the bail is ordered forfeited by the court, that I am responsible to pay any and all regulatory, civil and or court costs and reasonable appearance or attorney fees (a minimum of Per contract) in court, out of court fees (a minimum of 500) in addition to any and all expenses incurred by the contract holder and or bail agent to reinstate and or exonerate the bail bond and or mitigate loss and or monitor the defendant via case tracking and or skip tracing as necessary.
- 9 9. I understand that if I breach the bail bond agreement, by non-payment or any other action as defined by the bail agreement, I am responsible for any collection actions taken, including attorney fees and costs. Attorney's fees are a minimum of an hour, if any collection action needs to be taken a minimum fee will be charged.
- 10 10. I understand that collateral cannot be released until all bonds posted on my behalf for the defendant have been exonerated, and written notice of the exoneration from the court is provided to BB as prescribed by contract.
- 11 11. I understand that substitution of collateral is done at the discretion of the surety and the bail-bonding agency. There are no agreements to substitute collateral at a future date.
- 12 12. I understand that it is my responsibility to request return of any collateral provided. There may be a delay of return of collateral until the bail agency has researched the exoneration date and verified the bail bond status with the appropriate courts. This process may be done faster if I obtain written verification of the bond exoneration from the court and provide it to the bail agency.
- 13 13. This checklist is only intended to explain and clarify the standard BB private consulting contracts and or bail bond attempt to post agreement, which is the entire contract with the BB. There are no additional terms nor are there any exemptions to the contract either in writing or verbally, that limit my responsibility under the bail agreement.
- 14 14. I declare that all statements made on the application and financial statements are true. I agree to notify the bail agency within 48 hours of any changes, including but not limited to any change of address or employment of either the criminal defendant or myself.
- 15 15. I understand the obligation under this agreement is joint and several. This means that I may be held solely and individually liable for up to the full amount owed for any and all charges, even if there are other co-signers on the agreement.
- 16 16. Agreement of Venue: I agree that if I bring up any legal action this bail bond and or the bail bond contract is brought, it must be brought before an Arbitrator of the American Arbitration Association in QUEENS County of New York in the State of New York. I understand that BB reserves its exclusive right(s) to bring its actions in any forum of their choosing as explained in the BB contracts.

... I HAVE READ AND AGREE WITH THE ABOVE DECLARATIONS AND UNDERSTAND MY RESPONSIBILITIES AND OBLIGATIONS AS INDEMNITOR/GUARANTOR. ...

SIGNATURE: Ramon A. Lopez NAME (print): Ramon A. Lopez 12-7-11  
SIGNATURE: \_\_\_\_\_ NAME (print): \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_ NAME (print): \_\_\_\_\_

Notary  
SIGNATURE OF NOTARY CITY, STATE OF QUEENS  
STATE OF NEW YORK  
I am a Notary Public for the State of New York, my Commission Expires: 2014

# EXHIBIT “G”

BOND - TUR 300-503060  
N.Y. S.I.D. # 894137405  
TOP CHARGE 130.65. D.F.  
SEX OFFENDER.  
A RAMON LOPEZ  
100K Kings county Sheriff  
5/11/12 \*WARRANT ORDER  
\*BAIL FOR FETTER

"G"



**Defendant / Bailee**

Initial Sign-In Face-Sheet  
 NYCT, Inc., Contract Compliance Contractor  
 For Bail Agent G. Zouvelos, NY Lic # BB535717  
 75 Smith Street, Brooklyn, NY 11217

**Defendant Must Sign a Violation and Be Warned Each Time A Breach of the Contract Is Noted!**  
 BOND AMOUNT: 100K

Check in Method: \*Once a week & after every court date

NYSID: # 09413740J  
 Defendant Name: Ramon Lopez  
 Home Address: 223 Knickerbocker Ave. Bklyn, NY 11237  
 Home Tel: 718-612-4679  
 Work #: 10372-2011  
 Work Address: 10372-2011  
 SS: # 052-64-076F DOB: 9/15/77

County of Case: Kings  
 Docket/Indictment: # 2011KN095624  
 Indicted Date: 10372-2011  
 Att. Name/Number: ON FILE  
 Attorney Legal Aide or Private  
 Other Info: ON FILE

CHECK IN DATE	PRINT NAME	SIGNATURE	NEXT COURT DATE
12-9-11	Ramon A. Lopez	Ramon A. Lopez	02/22/2012
12-17-11	Ramon A. Lopez	Ramon A. Lopez	
12-22-11	Ramon A. Lopez	Ramon A. Lopez	
12/27/11	Ramon A. Lopez	Ramon A. Lopez	
1/5/12	Ramon A. Lopez	Ramon A. Lopez	
1/12/12	Ramon A. Lopez	Ramon A. Lopez	
1/17/12	Ramon A. Lopez	Ramon A. Lopez	01/25/2012
1-24-12	Ramon A. Lopez	Ramon A. Lopez	

Indemnitor Name: David Lopez  
 Indemnitor Phone Number: 917-595-0227  
 Indemnitor Name: Ramon Lopez  
 Indemnitor Work Number: ON FILE  
 Other Info: ON FILE  
 Indemnitor Phone Number: ON FILE  
 Indemnitor Work Number: ON FILE

BOND AMOUNT: 100K  
NYSID: # 094137405  
Defendant Name: RAMON LOPEZ

Check in Method: \*Once a week & after every court date  
County of Case: KINGS  
Docket/Indictment: # 2011KN095624 - of 10373 - 2011

1/25/12	Ramon A Lopez	<i>[Signature]</i>	March 6, 2012
2-2-12	WEEK SIGN-IN	<i>[Signature]</i>	3-6-12 PT. 50
contract	VERIFICATIONS, CASE TRACK	ASSIGNED TO VENDOR.	<i>[Signature]</i> Def signed 2/6/12
2/9/2012	Ramon A. Lopez	<i>[Signature]</i>	3-6-12 p 50
2/16/2012	Ramon A. Lopez	<i>[Signature]</i>	3-6-12
2-23-12	miss court sign in via	<i>[Signature]</i>	3-6-12
3/1/2012	Ramon A. Lopez	<i>[Signature]</i>	3-6-12
3/6/2012	Ramon A. Lopez	<i>[Signature]</i>	April 12 <sup>th</sup> , 2012
3/15/2012	Ramon A. Lopez	<i>[Signature]</i>	4-12-12
3/22/2012	Ramon A. Lopez	<i>[Signature]</i>	4-12-12
Missed weekly	check in	3/27 or 3/29	
4-5-12	Ramon A Lopez	<i>[Signature]</i>	April 12, 2012
4-12-12	Ramon A Lopez	<i>[Signature]</i>	May 21, 2012
4-19-12	Ramon A Lopez	<i>[Signature]</i>	May 21, 2012
4-26-12	Ramon A Lopez	<i>[Signature]</i>	May 21, 2012
5-3-12	Ramon A Lopez	<i>[Signature]</i>	May 21, 2012
5-10-12	Ramon A Lopez	<i>[Signature]</i>	May 21, 2012
5-17-12	WEEK	assigned to BIG U. ADDRESS VERIFICATION.	
5-21-12	BAIL FORFEITED. - BOUNTY HUNTERS ASSIGNED TO REARREST/SURRENDER		To Jail To EXON 100K Bail BOND 62

# EXHIBIT “H”

**AUTHORIZATION TO ARREST DEFENDANT ON BAIL  
BAIL BOND, REVOCATION OF BAIL FOR IMMEDIATE BAIL  
EXONERATION FOR THE PROFESSIONAL OR PRIVATE  
SURETY, OBLIGOR, BAIL DEPOSITOR**

**IRREVOCABLE CERTIFICATE OF AUTHORITY INSTRUMENT,  
PERMISSION, HOLD HARMLESS & FIVE DAY STATUTORY  
NOTICE(S) TO THE COURT & DISTRICT ATTORNEY.**

KNOW ALL MEN BY THESE PRESENTS:

Defendant Ramon Lopez NYSID #: 094/37405 Docket/Indict. #: 10372-2011  
Court Part: 50 King County of Kings, State of New York  
Correction/Jail/Sheriff Booking Case #: T80, Facility: T80

"WE" fully authorize the Bondsman or our third party contractor, at his sole discretion and judgment, now and in the future, The Insurance Company And or their designees and without Further Notices, Under NY Criminal Procedure Law § 530.80 Order of recognizance or bail; surrender of defendant, "WE" to revoke the defendant stated above bail bond and to return them to jail for immediate bail exoneration by the court of competent jurisdiction. This document Also Serves as the Five Day Statutory Notice to the Court & District Attorney Fulfilling the 530.80 statutory Notices in addition to the fourteen day Statutory notices that the terms of said criminal defendants bond that is expressly limited by time and this bail bonds effectiveness is limited to a lesser period and that obligors and or the professional surety is hereby re-proclaiming such limitation to the court and the district attorney as required by NY Criminal Procedure Law § 520.20(3).

**NOTICE TO THE COURT:** On this Day 23 of May in the year 2012 was surrendered the above named defendant to jail and or to the court to be processed in a speedy manner and be forthwith brought before a Judge of the State of New York as per the applicable laws as found in NY Criminal Procedure Law § 530.80. The defendant appears to be in good health, not complaining of any health issues and upon surrender to the appropriate authority the Bondsman, Contract Liability Holder and the Insurance Company is relieved of any and all responsibility, accountability and liability for the defendant stated above and respectfully request in our absence that his/her bail bonds be exonerated forthwith as a matter of law. Further, The LIABILITY HOLDER and or BONDSMAN, and or PRIVATE SURETY & or THE INSURANCE COMPANY DOES NOT AUTHORIZE any party or entity to reinstate this bail and or the bail bond once the defendant has been surrendered by him/them as a matter of law private contract agreement with the Bail Agent.

Acknowledgement: We/I believe that the defendant will not appear in court as required and thus no longer wish to be an indemnitor/s for the bond/s. We/I will pay all reasonable costs associated with the defendant's apprehension, transportation, detention, court fees, motions, attorney fees and investigative fees. Wherever he/she may be found in the UNITED STATES OF AMERICA, pursuant to any applicable laws of any sovereign state, and to hold said defendant in custody and surrender said defendant  
TO THE: Supreme Court,  
In New York City of Judicial District County of Kings.  
State of New York wherein proceedings are now pending against said defendant described in said Bail Bond. Bond Power #/s

READ BEFORE SIGNING. NOTE: ANY COLLATERAL GIVEN ON THE BOND/S WILL NOT BE RETURNED UNTIL ALL COSTS ASSOCIATED WITH THIS REQUEST ARE FULLY PAID. YOU AUTHORIZE THE SURETY TO DEDUCT ANY UNPAID AMOUNTS FROM THE COLLATERAL HELD AND AGREE TO HOLD HARMLESS THE SURETY AND IT'S AGENT/S.

George Zouvelos  
NY BAIL BONDSMAN  
75 Smith St. Brooklyn, NY 11201

George Zouvelos  
LIABILITY HOLDER & OR BONDSMAN:

Defendant Ramon Lopez Receipt In Sole Custody With  
by: X Sheld #11005  
Officer New York Agency  
Date: 5/23/12

X COMPLIANCE CONTRACTOR (when required)  
Bail is Herby Ordered Forthwith Exonerated,  
by: X  
Honorable Judge of the State of New York  
Signed on the 23 day of May  
the year 2012

X George Zouvelos Bail Indemnitor  
X Ramon Lopez Bail Indemnitor  
X Joseph Sanchez Bail Indemnitor

George Zouvelos  
NY BAIL BONDSMAN  
75 Smith St. Brooklyn, NY 11201

5/23/12 Locate, Request, Surrender for Bail  
Bond Exoneration, & Forfeited & warranted.  
Numerous reaches -

# EXHIBIT “I”

New York State Unified Court System

WebCrim

Case Details - Appearances

CASE INFORMATION

Court Kings Supreme Court - Criminal Term  
 Case # 10372-2011  
 Defendant Lopez, Ramon A

Date/ Part	Judge	Calendar Section	Arraignment/ Hearing Type	Court Reporter	Outcome/ Release Status
09/17/2012 50	Walsh, John P	TRIALS AM	No Type		
07/17/2012 50	Walsh, John P	TRIALS AM	No Type	Miles, Q	Adjourned Same Bail Conditions
06/27/2012 50	Walsh, John P	TRIALS AM	No Type	Gerald, V	Adjourned Same Bail Conditions
05/29/2012 50	Walsh, John P	TRIALS AM	No Type	Hughes-gyinn, D	Adjourned Bond \$100,000 Cash \$75,000 (Not Posted)
05/23/2012 50	Walsh, John P	TRIALS AM	No Type	Hughes, D	Adjourned Bail Continued
05/21/2012 11	Garnett, W	TRIALS PM	No Type	Delvalle, V	Adjourned, Warrant Vacated Bail Continued
05/21/2012 50	Walsh, John P	TRIALS AM	No Type	Hughes, D	Bail Forfeited/bw Ordered
04/12/2012 50	Walsh, John P	TRIALS AM	No Type	Monaco,	Adjourned Bail Continued
03/06/2012 50	Walsh, John P	TRIALS AM	No Type	Davilla, G	Adjourned Bail Continued
01/25/2012 PD85	Dimango, P	ARRAIGNMENTS	Regular	Russo, D	Pled Not Guilty Bond \$100,000 (Bond)
12/21/2011 GRAND JURY		MISCELLANEOUS	No Type		True Bill Bail Continued
12/08/2011			No Type		Bail Paid Bond \$100,000 (Bond)

- A - Judge Walsh issued a bench warrant
- B - Judge Garnett vacated the bench warrant
- C - Judge Walsh acknowledges my lateness to court on Monday, May 21, 2012 due to an emergency and the court finishing early for the day. As a result Mr. Lopez remains in good standing with the courts.

EXHIBIT "I"

# EXHIBIT “J”

Appearances

[http://iapps.courts.state.ny.us/webcrim\\_attor](http://iapps.courts.state.ny.us/webcrim_attor)

## New York State Unified Court System

## WebCrims

## Case Details - Appearances

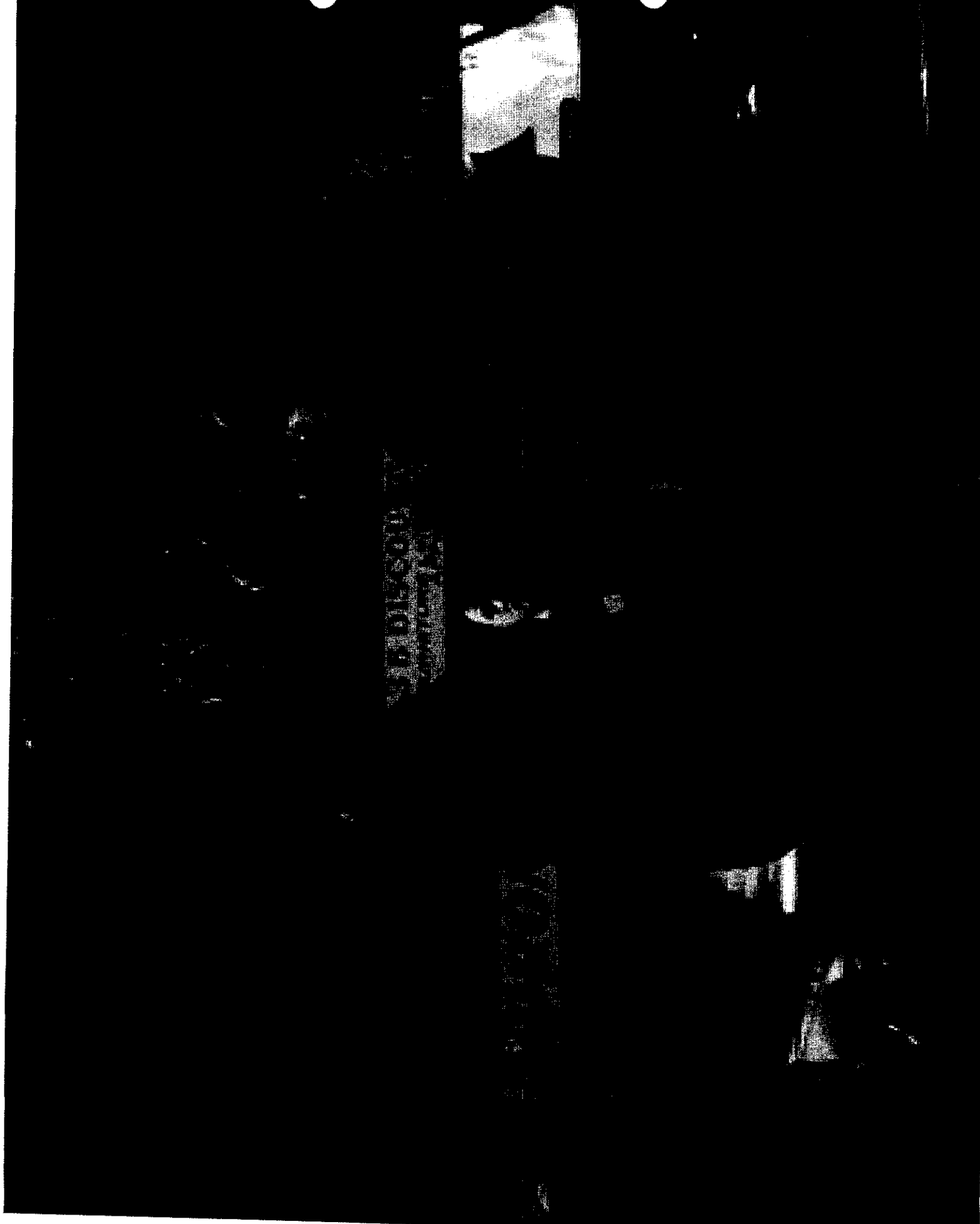
## CASE INFORMATION

Court: Kings Supreme Court - Criminal Term  
 Case #: 10372-2011  
 Defendant: Lopez, Ramon A

Date/ Part	Judge	Calendar Section	Arraignment/ Hearing Type	Court Reporter	Outcome/ Release Status
06/27/2012 50	Walsh, John P	TRIALS AM	No Type		
05/23/2012 50	Walsh, John P	TRIALS AM	No Type	Hughes, D	* Adjournd, Returned On Warrant Bail Continued
05/21/2012 50	Walsh, John P	TRIALS AM	No Type	Hughes, D	* Bail Forfeit/bw Ordered
04/12/2012 50	Walsh, John P	TRIALS AM	No Type	Monaco,	Adjourned Bail Continued
03/06/2012 50	Walsh, John P	TRIALS AM	No Type	Davilla, G	Adjourned Bail Continued
01/25/2012 PD85	Dimango, P	ARRAIGNMENTS	Regular	Russo, D	Pled Not Guilty Bond \$100,000 (Bond)
12/21/2011 GRAND JURY		MISCELLANEOUS	No Type		True Bill Bail Continued
12/08/2011			No Type		Bail Paid Bond \$100,000 (Bond)

EXHIBIT "J"

# EXHIBIT “K”







# EXHIBIT “L”

## BIG V's BAIL RECOVERY SRVC.

49 Main St West Sayville, NY, 11796

Phone: (631) 662-5029 Fax: (631) 589-3907

Re: 2011 KN 095624 Bond # T308-50306503 NYSID# 09413740J  
and/or 10372-2011

My name is Ramon Lopez on 5-25-2012. I was brought into custody by Big V's Bail Recovery Service, and BIG Trouble BAIL I did not request medical treatment and was not injured during the recovery. further more I am releasing all rights to photos and video's taken during the recovery process and am giving full rights to Big V's Bail Recovery to use at there will. I am signing this under no obligation and at my own free will I have not been forced to sign this form and have read it prior to signing. RL

\* [Signature]  
Defendants name  
Ramon Lopez

\* 5-25-12

Date

\* [Signature]

Recovery Agent signature

EXHIBIT  
112

**BIG V'S BAIL RECOVERY SRVC.**

Property &amp; clothing inventory

Name: Ramon Lopez D.O.B: 9-18-79 Date Of Entry: 5-24-25-12

Wallet: <u>NO</u>	Money: <u>\$20 -</u>	ID: <u>NO</u>	Keys: <u>NO</u>	Jewelry: <u>NO</u>
Belt: <u>Brown Belt</u>	Hat: <u>NO</u>	Credit cards: <u>NO</u>	Medication: <u>NO</u>	Glasses: <u>NO</u>
Phone: <u>NO</u>	Back Pack/Purse: <u>NO</u>	Watch: <u>NO</u>	Shirt: <u>Blk</u>	Jeans: <u>Blu</u>
Jacket: <u>Navy Blue</u>	Suit: <u>NO</u>	Sweat Shirt/Pants: <u>NO</u>	Dress/Skirt: <u>NO</u>	Shorts: <u>NO</u>

Boots: <u>NO</u>	Sneakers: <u>Gray</u>	Sandals: <u>NO</u>	Shoes: <u>NO</u>	Shoe Laces: <u>NO</u>
Socks: <u>Blk</u>	Tie: <u>NO</u>	Bandana: <u>NO</u>	MISC. <u>NO</u>	MISC. <u>NO</u>

\* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I have read and checked all property listed on this sheet. By signing this I am stating that all property listed above has been logged and that am being surrendered to corrections with it on my persons. All of my property has been listed. Further more by signing this I agree not to make claims of theft, and property loss against the Recovery agency and or any of the employees of them, And or the bail bond's company. If I do make claims after signing this I can and will be brought to court on civil charges.

RL

[Signature]  
Defendants signature

5/25/12  
Date

Lo

# EXHIBIT

## “M”

# WARRANT

## DEFENDANT BODY RECEIPT

Certificate of Surrender of Defendant Revocation of Bail. Order to Forthwith produce for Immediate Bail Exoneration

Defendant Name: Berman, Joyce NYSID: # 094137405 Docket/Indict: 10372 - 2011

Court Part: 50 County of: Kings State of New York

Booking Case: # 111 Jail/Court Facility: QBC Bond: # 1300-5036563

KNOW ALL MEN BY THESE PRESENTS: Whereupon the Bail Bondsman, One of the sureties or obligors on said bail bond has either directly or by surrogate delivered to me a copy of the said bail bond surrendering the above stated defendant, and I/we taking custody and control over this defendant do hereby certify that George Zaverucha BIG VS BAIL RECOVERY, Attorney in Fact(s) for the 23 Day of May, 2012.

Notice to Jail: Whereas New York Criminal Procedure Law 530.80 Order of recognition or bail; surrender of defendant. The New York State Bondsman and or obligor(s) and or surety(s) and or insurance company on the above defendant bail has chosen to revoke the above referenced defendants bail and to forthwith return him/her to jail. Thereupon the jail must forthwith comply with the laws of the State of New York notifying producing the defendant to his/her relevant court of competent jurisdiction for immediate bail exoneration by a Judge of the State of New York. If the defendant is already in custody of the Jail, the defendant must be produced by statute the next business day to the court of competent jurisdiction with this body receipt for bail exoneration.

Notice to the Court: The obligors, bondsman and or surety no longer wish to insure the defendant's appearances to court on said bail. The bondsman, surety and or obligors surrender the above named defendant to be processed in a speedy manner and be forthwith brought before a Judge of the State of New York as per the applicable law as found in NY Criminal Procedure Law 530.80. Upon defendant surrender to the appropriate authority the Bondsman and or insurance Company is exonerated as a matter of law.

By all parties the following all applicable laws, statutes and regulations of the respective State of Bail issue. State of defendant whereabouts and any and all state(s) that might be traveled through to complete, and only after giving all necessary and appropriate notification to any and all law enforcement, district attorney and to the court as required by law with my original obligors signature in place on this certified "BODY RECEIPT" and a copy of "BAIL/BOND" I hereby authorize the above referenced vendor to initiate only a peaceful non violent immediate lawful search, retrieval detaining and forthwith surrender to jail and/or Court of competent jurisdiction the above referenced defendant for immediate bail exoneration. I set my hand this 23 day of May of 2012.

**SURRENDERED**

The above surety and or obligor have duly surrendered the above referenced defendant to the court of competent jurisdiction and control as of the 23 day of May, 2012 for bail exoneration.

**RE-ARRESTED**

Judge or Court Clerk [Signature] Date 5/21/12 Bondsman/Obligor/surety [Signature]

Court or Correction Officer [Signature] Shield # 11005 **WARRANT** 5/21/12 **WARRANT** 11005 **WARRANT** 11005

1001R

## BAIL SURRENDER FORM

DATE: 5-25-12  
 INMATE: Ramon Lopez  
 BOOK & CASE #: \_\_\_\_\_  
 NYSIS#: 09413740J

RECEIVED FROM North River A BAIL  
 INSURANCE COMPANY NAME

ON Ramon Lopez DOC. # OR IND. # 10372-2011  
 INMATE'S NAME

COUNTY Kings CHARGE 130.65, 135.05, 240.26

BAIL AMOUNT \$ 1000.00 <sup>one</sup> ~~thousand~~ SUBJECT IS PRESENTLY

INCARCERATED ON DOC. # OR IND. # 10372-2011

COUNTY Kings

DATE BAILED 11-23-11 RET. COURT DATE NA

PART 50 COUNTY Kings JUDGE Walsh

WARDEN

PER

SEND TO COURT: 5-28-12 50 Kings  
 DATE PART COUNTY

- No. 1 - COPY TO PERSON SURRENDERING BAIL  
 No. 2 - COPY ATTACHED TO BAIL SURRENDER AND ACCOMPANYING CARD  
 No. 3 - COPY IN INMATE'S FOLDER

M2

# EXHIBIT “N”

LOPEZ, DAVID, E  
1079 HALL PL 23  
BRONX

NY 10459

000590

# CERTIFICATE OF TITLE

NEW YORK STATE

www.nysdmv.com

Title and Identification No.

JNRS08W36X201818  
JNRS08W36X201818

Year

2006

Make

INFIN

Model Code

FX3

Body/Hull

SUBN

Document No.

412523B

Color

BR

Wt./Sts./Lgth.

4203

Fuel

GAS

Cyl./Prop.

6

New or Used

USED

Type of Title

VEHICLE

Date Issued

3/09/10

Name and Address of Owner(s)

LOPEZ, DAVID, E  
1079 HALL PL 23  
BRONX NY

10459

ODOMETER READING:

ACTUAL MILEAGE

60952

60952

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder

Lienholder

\* NO LIENS RECORDED \*

\* NO LIENS RECORDED \*

Lienholder

Lienholder

\* NO LIENS RECORDED \*

\* NO LIENS RECORDED \*

MV-999 (4-08)

DEPARTMENT OF MOTOR VEHICLES

# EXHIBIT “O”

Subject: Lopez.

From: Vinny Conwell <vconwell22@yahoo.com>

Date: 6/25/2012 6:43 PM

To: "AffordableBailNY@aol.com" <AffordableBailNY@aol.com>

In reference to David Lopez

On 5-31-12 I met with David Lopez brother of Ramon Lopez. This was a meeting he asked for two days after we took custody of the collateral and the defendant. On this date David arrived at the office at 3:42 pm to meet with me. We discussed the situation at hand and how we could satisfy the open invoice in the amount of \$15,000. He had his brothers lawyer come shortly after to help in the attempt to try to retrieve his vehicle. After explains the contract and showing the attorney where David signed and agreed he told him that it was in his best favor to come to some type of agreement. This conversation lasted for over 1 hour and at the conclusion he asked if he could clear out his personal items. At 7:10 pm on the same date he cleared the the truck out and acknowledged there was nothing missing.

Since that date there has been tons of texts and calls between myself and David. Countless hours have gone into speaking with him in regards to this matter.

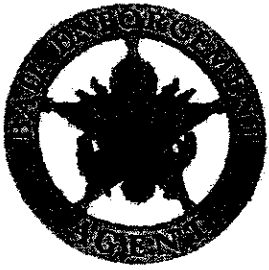
David was given additional time to pay and was not able to come up with the said funds. David also was contacted the day of seizure to try to work something out. I was told that he would call me back in five minutes. A week and a half went by before I herd from David again. He said he went to disney land and that he still could not come up with the funds. My response was this. You had money to go to Disney with your two kids and wife but you couldn't call me back in five min. Why should I care anymore. After speaking with David I told him I would give him a chance to buy the vehicle back if he wanted but that I had to put over two grand worth of repairs into it and I would waive that if he just paid the 15k open invoice. I have also advised David that he would be responsible for the additional balance due if the sale of the vehicle did not cover the amount due. Again there are countless calls taped as well as text messages from both myself and David.

Big Vs Bail Recovery & Multi Srvc  
49 main street  
W Sayville, NY, 11796  
631-662-5029~cell  
631-589-3907~fax

#### Disclaimer/Warning

This transmission (including any attachments) may contain confidential information, privileged material (including material protected by the solicitor-client or other applicable privileges), and may or will constitute non-public information. Any use of this information by anyone other than the intended recipient is prohibited. If you have received this transmission in error and have received such with out intended personal receipt, immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by any unintended recipients is prohibited, and not authorized by sender and may be unlawful.

EXHIBIT  
"0" 1



# BIG Trouble Bail

## AND RECOVERY SERVICE

Vincent Conwell, Owner/Senior Agent

Main Street, West Sayville, New York 11796

631-562-5029 \* e-mail: [vconwell22@yahoo.com](mailto:vconwell22@yahoo.com)

5/31/12

### INVOICE

As per the bail bond agreement you the Indemnitor are responsible for any and all fees that acquire while the said defendant is on bond. In this case the responsible parties are David Lopez, Anselmo Carter. The following parties are required to pay for any and all expenses that have come about. The defendant in this case Ramon Lopez warranted and the bail was forfeited. Furthermore the defendant has several missed weeks and does not show where he stated he does. As per the contract signed with the bond company you are responsible for 15% of the said bond amount of one hundred thousand. Also as per the contract the collateral has been seized and you are here by given 10 days from today's date to satisfy the outstanding balance. If the bill is not satisfied then the car will be sold to cover the bill and any extra funds received from the sale will be given back and if it does not cover the bill then you will be billed for the remaining balance.

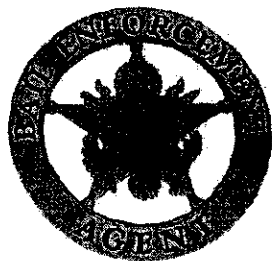
Ramon Lopez  
100,000 bond  
15 % recovery fee  
Warrant and forfeiture ordered

Any questions please feel free to call me on the phone of 9-5 for assistance

Thank You:

VINCENT CONWELL

02



# BIG Trouble Bail

Vincent Conwell, Owner/Senior Agent  
138 Mt. Vernon Ave, Patchogue, NY, 11772  
(631) 662-5029 \* e-mail: [vconwell22@yahoo.com](mailto:vconwell22@yahoo.com)

8/1/12

Dear Mr. David Lopez as per the open invoice that was not satisfied we have seized the vehicle left as collateral. Further more if you wish to purchase the vehicle back you can do so but any additional fees will be attached. (re title fee, work,). We have made every attempt to contact you and have not been able to do so. At this time we are surrendering the plates and registration as well as the insurance card back to. If there are any further questions please feel free to contact me at the above number.

A copy of this is being supplied to you as well as a copy for our records that we kindly request you sign stating that you did receive the above items as well as all the property that you picked up prior.

Mr. Lopez like I explained I never feel right taking a vehicle but it is what you agreed to. I do wish you the best and I hope that there are no hard feelings. God bless and stay safe.

03

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK

Ramon Lopez

Plaintiff,

v.

George Zouvelos, Viny Conwell,  
and the City of New York

Defendant(s).

INDEX No.

1:13-cv-06474-MKB-JO

CIVIL ACTION

AFFIDAVIT AND CERTIFICATE OF MAIL SERVICE

I, Konstantinos Panagiotopoulos being duly sworn deposes and says, that I am not a party to this proceeding, and over the age of eighteen years, and reside in Richmond County New York. On July 21, 2014, I served the within "Notice of Motion to Dismiss, Affidavit and Exhibits in Support" by First Class Mail under the exclusive care of the United States Postal Service, to:

To: Plaintiff:  
Ramon Lopez, Prison Inmate # 12-R-3146  
Marcy Correction Facility  
9000 Old River Road, P.O. Box 3600,  
Marcy, New York 13403

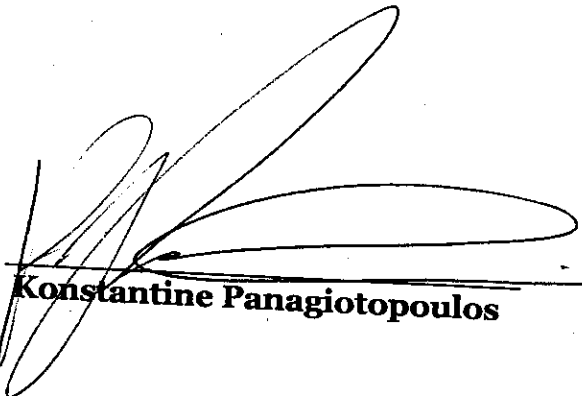
To: ZACHARY W. CARTER  
Corporation Counsel  
of the City of New York  
*Attorney for Defendant City*  
100 Church Street, Rm. 3-176  
New York, New York 10007  
(212) 356-3535  
Attn: DAVID COOPER, ESQ.  
Assistant Corporation Counsel

Dated: Brooklyn, New York  
September 8, 2014

Subscribed and sworn to before  
me on July 21, 2014.

*th. F. O. N. Kelly*

Notary Public

  
Konstantine Panagiotopoulos

DEMETRIOS N KEHAGIAS  
Notary Public, State of New York  
No. 01KE6258602  
Qualified in Kings County  
Commission Expires April 16, 2016

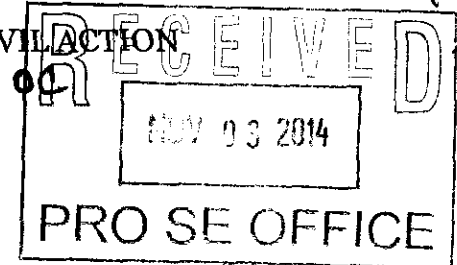
**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK**

Ramon Lopez	§	
	§	
	§	Plaintiff,
	§	
v.	§	
George Zouvelos, Viny Conwell,	§	
City of New York	§	
	§	
	§	Defendant(s).
	§	

**INDEX No.**

1:13-cv-06474-MKB-JO

CIVIL ACTION



**Defendant George Zouvelos' Affidavit In Response  
and In Further Support to Motion to Dismiss**

George Zouvelos, a *pro se* defendant herein, being duly sworn deposes and says:

1. I am a defendant in the above captioned action, and submit this affidavit in further support of my application to dismiss plaintiff's complaint, with prejudice, and also submit the following in reply to plaintiff's opposing affirmation and other papers.
2. The basis for dismissing the within action is set forth in my moving papers, however, I must respond to the plaintiff's "affirmation" since he makes unsubstantiated accusations.

**THERE WAS NO STATE ACTION SUFFICIENT  
TO STATE A CLAIM UNDER "1983"**

3. I have read and re-read plaintiff's papers, and it is clear that he has not demonstrated, alleged, or proved a scintilla of "state action" necessary to

permit him to proceed any further with his 1983 action.

4. As fully briefed, I acted solely as a private bail agent and bounty hunter, operating under a private bail contract, with no aid or assistance from any governmental agency (ies). Plaintiff has repeatedly failed to rebut this fact, and knowing this, he resorts to irrelevant diatribes.
5. The law in all Circuits is clear on this matter and, moreover, even if plaintiff's amended complaint is taken as true for the purpose of this proceeding, mere allegations and speculation that the enforcement of a private bail and indemnity contract/agreement constitutes "state action" is insufficient to state a claim under "1983". (*citations omitted*, reference is made to the original moving papers).
6. I am unable to comment on what the plaintiff claims for the first time, of a "relationship" by his alleged ex-wife, or his allegation of her purported "conflict" with a sitting Judge, or the allegations that Mr. Lopez is a professional accountant (except that a check with the licensing bureau revealed that Mr. Lopez is not a licensed Certified Public Accountant). A check of all databases does not support any of the plaintiff's representations in the aforementioned.
7. Nor am I able to comment on his alleged and purported good "status with society", except to state that he is convicted and in state prison after a plea of guilty to serious crimes.

8. Moreover, *my* present status is irrelevant in this matter. However I can affirmatively state that my re-licensing case is presently scheduled for argument in the Appellate Division, First Department, during the November Term of the Court, as my appeal in that Court has been successfully perfected. What is important to note is that, I was licensed when I bailed-out the Plaintiff from jail, and also when I re-arrested him for bail exoneration.
9. Mr. Lopez also speaks of “walking a straight line”—however, that line is one ordered by state prison guards, with fellow convicted inmates all walking the same line. I say this because plaintiff accuses me of falsehoods, all of which are denied, but it is plaintiff who is the convicted felon serving state prison time, not anyone else in this case. However, credibility is not a factor in this case—it is only the law that applies, and having said that, it is clear that there was no state action here—or to quote Mr. Lopez “zero”, “nada”.
10. Again, I respectfully refer this Court to my moving papers which fully briefed this issue.
11. Obviously I have no knowledge of any facts or circumstances regarding plaintiff’s action against the City of New York, except to state that the “City’s Memorandum of Law” is compelling, and, parenthetically, the legal position asserted therein supports my application to dismiss as well.

] **WHEREFORE**, petitioner respectfully requests, that:

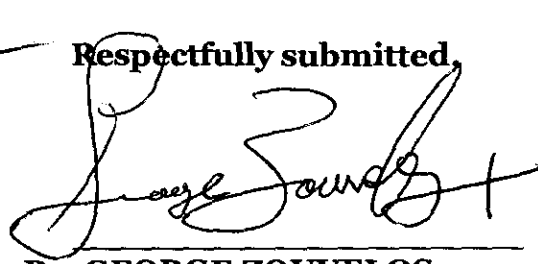
A. the within application be granted in full, and,

B. for such other and further relief as this Court may deem just and proper.

**Dated:** September 27, 2014  
Brooklyn, New York

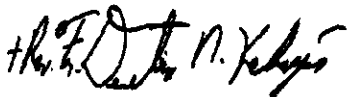
Submitted November 3, 2014

Respectfully submitted,



**By: GEORGE ZOUVELOS**  
75 Smith Street  
Brooklyn, New York, 11201  
(718. 722-1129)

Sworn to before me this 27 th  
day of September , 2014



NOTARY PUBLIC

**DEMETRIOS N KEHAGIAS**  
Notary Public, State of New York  
No. 01KE6259602  
Qualified in Kings County  
Commission Expires April 18, 2016

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK**

Ramon Lopez

Plaintiff,

v.

George Zouvelos, Viny Conwell,  
and the City of New York

Defendant(s).

INDEX No.

1:13-cv-06474-MKB-JO

CIVIL ACTION

**AFFIDAVIT AND CERTIFICATE OF MAIL SERVICE**

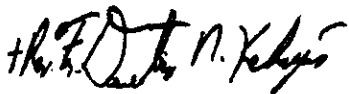
I, Joseph Mainiero, being duly sworn deposes and says, that I am not a party to this proceeding, and over the age of eighteen years, and reside in Bronx County New York. On September 27, 2014, I served the within "Defendant George Zouvelos' Affidavit In Response and In Further Support to Motion to Dismiss Letter to the Court" by First Class Mail under the exclusive care of the United States Postal Service, to:

To: Plaintiff: Ramon Lopez, Prison Inmate # 12-R-3146  
Marcy Correction Facility  
9000 Old River Road, P.O. Box 3600,  
Marcy, New York 13403

To: Co-Defendant ZACHARY W. CARTER  
Corporation Counsel  
of the City of New York  
*Attorney for Defendant City*  
100 Church Street, Rm. 3-176  
New York, New York 10007  
(212) 356-3535  
Attn: DAVID COOPER, ESQ.  
Assistant Corporation Counsel

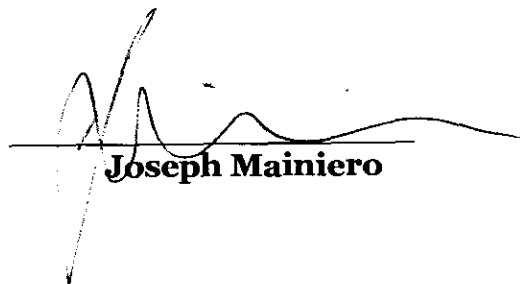
**Dated:** Brooklyn, New York  
September 27, 2014

Subscribed and sworn to before  
me on September 27, 2014



Notary Public

**DEMETRIOS N KEHAGIAS**  
Notary Public, State of New York  
No. 01KE6259602  
Qualified in Kings County  
Commission Expires April 16, 2016

  
**Joseph Mainiero**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK**

Ramon Lopez

Plaintiff,

v.

George Zouvelos, Viny Conwell,  
City of New York

Defendant(s).

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**INDEX No.**

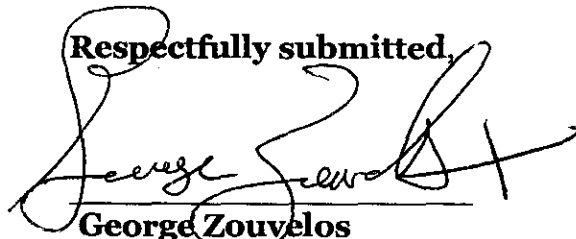
**1:13-cv-06474-MKB-JO**

**CIVIL ACTION**

**Defendant George Zouvelos' Affidavit In Response  
and In Further Support to Motion to Dismiss**

**Dated:** September 27<sup>th</sup> 2014  
Brooklyn, New York

Respectfully submitted,

  
George Zouvelos  
Defendant, *pro se*

To: Plaintiff:  
Ramon Lopez, Prison Inmate # 12-R-3146  
Marcy Correction Facility  
9000 Old River Road, P.O. Box 3600,  
Marcy, New York 13403

To: ZACHARY W. CARTER  
Corporation Counsel  
of the City of New York  
*Attorney for Defendant City*  
100 Church Street, Rm. 3-176  
New York, New York 10007  
(212) 356-3535  
Attn: DAVID COOPER, ESQ.  
Assistant Corporation Counsel

U.S. DISTRICT COURT  
EASTERN DISTRICT  
OF NEW YORK  
2014 NOV -3 PM 2:57  
FILED  
CLERK